

MedServRx Terms and Conditions

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Last Updated: December 19, 2022

These terms and conditions (collectively, the "Terms") constitute a legal agreement between you and MedServRx, an affiliate of ProxsysRx, Inc. ("us", "our" or "we"). To use the MedServRx website and the associated services, you must agree to these Terms. By using or receiving the MedServRx services supplied to you by us and the pharmacies participating in the MedServRx services, and by using any associated websites supplied by us to enable you to use MedServRx services (the "Site"), you hereby expressly acknowledge and agree to be bound by these Terms, and any future amendments and additions to these Terms as published from time to time on this Site or through MedServRx services. These Terms include our [Privacy Policy](#), which is incorporated herein by reference.

We reserve the right to modify these Terms at any time, effective upon posting of an updated version of these Terms on the MedServRx Site. You are responsible for regularly reviewing these Terms. Continued use of the MedServRx service or Site after any such changes shall constitute your consent to such changes.

IMPORTANT PLEASE READ:

WE DO NOT PROVIDE MEDICAL (TELEHEALTH), DENTAL OR OTHER HEALTH RELATED SERVICES AND WE DO NOT PROVIDE INSURANCE OF ANY TYPE. WE ONLY PROVIDE PRESCRIPTION DISCOUNTS AND PRICING INFORMATION. YOU ARE RESPONSIBLE FOR ALL PAYMENTS TO PHARMACIES FROM WHOM YOU RECEIVE PRESCRIPTION DISCOUNTS. AS SUCH, WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PROVISION OR LACK OF PROVISION OF ANY SUCH SERVICES.

MedServRx Contact Information:

MedServRx
1500 Urban Center Drive, Suite 530
Birmingham, AL 35242

866-959-7979 (RxRx)

1. ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions (collectively, the "Terms") constitute a legal agreement between you and MedServRx and its affiliates, including ProxsysRx, Inc. d/b/a MedServRx ('MedServRx', 'us', 'our' or 'we'), and govern your use of the MedServRx prescription discount card ("Card") and the related services we offer via our website, www.MedServRx.com ("Website") (collectively, the "Services"). By using the Services or by clicking to 'accept' or 'agree' to the Terms when this option is made available to you, you accept and agree to be bound by these Terms and our Privacy Policy, found at MedServRx.com/privacy-policy, incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Services, you represent and warrant that you are of legal age to form a binding contract with MedServRx and meet all the foregoing eligibility requirements. If you do not meet all requirements, you must not access or use the Services.

THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

2. NO MEDICAL ADVICE

The Services offered by MedServRx are NOT intended to diagnose or treat medical problems or conditions. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the United States and are experiencing a medical emergency, please call 911 or call for emergency medical help on the nearest telephone.

3. MODIFICATIONS TO THESE TERMS

We may update these Terms at any time and may notify you of such updates by any reasonable means, including by posting a notice of the updated Terms to the Website. You agree that we may update these terms from time to time without notice, and you agree to review these terms concurrent with your use of the Services to identify any updates thereto. The last date of any updates will appear at the top of these Terms. YOUR CONTINUED USE OF THE SERVICE FOLLOWING ANY UPDATES TO THESE TERMS SHALL CONSTITUTE NOTICE AND ACCEPTANCE OF THE UPDATED TERMS.

4. OUR SERVICES

Discount Only - Not Insurance. The Card is NOT a health insurance policy and is not intended as a substitute for health insurance. The Card allows you to obtain discounts on prescription drugs and/or pharmaceutical products purchased through participating pharmacies. The range of the discounts will vary depending on the prescription drug or other product and the participating pharmacy. You are required to pay for all prescription drugs at the time of purchase. MedServRx does not make payments to any pharmacy or health care provider.

You may print or download a Card without registering with us or creating an account. You may also have received a Card from a third-party sponsoring organization, with or without having provided that third-party with your name or other identifying information. If you request to have

a Card emailed, texted, or mailed to your home address, you will be required to provide us with your name, email address, home address, and/or telephone number. The information that you provide will be used as set forth in these Terms and our [Privacy Policy](#).

If you do NOT have health insurance, you can use your Card for any brand name or generic prescriptions you or a household member pays for out-of-pocket unless other restrictions apply. The Card cannot be used with other prescription drug discount cards or for prescriptions paid through a health plan or pharmacy benefit plan. If you HAVE health insurance or any other funded benefit such as Medicaid and Medicare, you can use your Card for certain prescriptions that are not covered by your plan.

The Card must be presented with each prescription to a pharmacy that participates with MedServRx to be eligible for the MedServRx discount. The price you pay the pharmacy is always the lesser of the MedServRx discounted price or pharmacy's retail price. If the pharmacy's retail price is less than the MedServRx discounted price, there is no discount. Discounts are available only at pharmacies that participate with MedServRx. All MedServRx pricing and benefits are subject to change without notice.

5. YOUR OBLIGATIONS

You agree to use the Services only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Services in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Services (including by means of hacking or defacing any portion of the Services, or by engaging in spamming, flooding, or other disruptive activities, including with respect to the servers or networks used to make the Services available) is prohibited. You are strictly prohibited from communicating on or through the Services any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. We reserve the right to terminate or suspend your use of (including any access to) the Services, or parts of the Services, without notice, if we believe, in our sole discretion, that it is in violation of these Terms, our requirements, or any applicable law, or it is harmful to our interests, including intellectual property or other rights, of another user or any other third party, including any of our partners, affiliates, sponsors, providers, licensors, or merchants.

You must not post, transmit, or otherwise make available through or in connection with the Services any virus or other computer code, file, or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

You agree to provide true, accurate, current, and complete information in connection with the Services. It is your responsibility to maintain and promptly update this information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to refuse all current and future use of the Services without notice.

You must respond promptly to all email and other correspondence from MedServRx, including without limitation email and correspondence concerning complaints or concerns regarding your use of the Services. You are responsible for obtaining, maintaining, and paying for all hardware, software, and all telecommunications and other Services needed for you to use the Services.

If you have a complaint regarding the MedServRx Service, the Site, or any other Service received by us, you may submit a complaint to us in writing at the following address: 1500 Urban Center Drive, Suite 530, Birmingham, AL 35242. You may also submit a complaint by sending an email to support@MedServRx.com, or by calling our customer support line toll-free at 866-959-7979. We will investigate and determine the appropriate solution. All disputes that cannot be appropriately resolved will be governed by the dispute resolution provisions set forth in [Section 17](#) of these Terms.

6. TERMINATION

If you no longer agree to be bound by these Terms, or breach any provision of these Terms, you may no longer use the Services, including any access thereto. Your use of the Services is at your sole risk. If you are dissatisfied with the Services, its content, or any of the terms, conditions, and policies of these Terms, your sole and exclusive legal remedy is to discontinue use of the Services. If your use of the Services is terminated for any reason, then: (i) these terms will continue to apply and be binding upon you in respect of your prior use of the Services (and any unauthorized further use of the Services), including your indemnification obligations; and (ii) any rights or licenses granted to us under these Terms will survive such termination.

7. PROTECTED HEALTH INFORMATION

You acknowledge and agree that by using the Card, information related to the prescriptions obtained through the Card will be collected from pharmacies that participate with MedServRx. Such information includes name identifiers, birth date, gender, zip code information, and prescription information. You acknowledge and agree that this information received by pharmacies that participate with MedServRx and subsequently disclosed to MedServRx will be used for the administration of the MedServRx prescription drug discount program. MedServRx does not sell such information to any third parties. MedServRx itself is not a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, some of the information received from health care providers, health plans or health care clearinghouses (collectively, "Covered Entities") is information that may constitute protected health information

("PHI") under HIPAA, which is information created or received by a health care provider, health plan, or health care clearinghouse. In accordance with MedServRx's Business Associate obligations under HIPAA to Covered Entities, MedServRx will keep confidential and safeguard any PHI MedServRx receives or collects, and not disclose PHI except as set forth herein.

8. PROPRIETARY RIGHTS

Copyright © 2022 MedServRx. All rights reserved. No title, rights, or interests in any content or other materials made available by the Services are afforded to you; to the extent that you are authorized to download any such materials via the Services, any such downloaded materials will be for your own personal, non-commercial use only.

MedServRx (and its suppliers and vendors) owns the Services and all the content on the Services, including text, graphics, legends, customized graphics, original photographs, data, images, music, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of such material. The Services and all the content on the Services is subject to trademark, Service mark, copyright, and/or other intellectual property rights held by MedServRx and its suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. MedServRx's trademarks and copyrights may not be used in connection with any products or Services that are not offered by or on behalf of MedServRx, or in any manner that is likely to cause confusion or otherwise violate our rights. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Services, or posting or otherwise making available such content (including selected portions of this content) in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of MedServRx is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any purpose other than for your personal, non-commercial use the Services (including any portion thereof) or the use (including any access to) thereof, or to collect any information about Website visitors or users of the Services, or otherwise systematically download and store the Services content. You represent, warrant, and agree that you will not send, submit, upload, post, reproduce, transmit, or distribute any communication, content, or other Materials of any type through or in connection with the Services or otherwise to MedServRx that infringes or violates any rights of any party or violates these terms. The use of logos or trademarks on the Services that belong to any third parties should not be construed as an affiliation, endorsement, or sponsorship of the Services.

9. SOCIAL MEDIA

The Website may include opportunities to view information and communicate with us through social media services such as LinkedIn®, Twitter®, Facebook®, and blogging. You should use good judgment in communicating with us through these services. We are not responsible for the terms of use and privacy policies that govern these third-party sites.

10. LINKED WEBSITES

Our Site may contain hyperlinks allowing you to connect to other websites owned by affiliated companies and websites owned by our third-party vendors, distributors, and providers (“Linked Sites”). You may also access our Website through a hyperlink embedded in a Linked Site. We provide hyperlinks to the Linked Sites to enable you to conveniently access websites that may be of interest to you. Please note that once you click on a hyperlink that transfers you from our Website to a Linked Site, you have left our Website, and these terms will immediately cease to apply to any subsequent activity on the Linked Site. We are under no obligation to notify you when you have left our Website and have accessed a Linked Site. Use of any Linked Site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked Site.

11. MESSAGING TERMS & CONDITIONS

MedServRx or one or more of its affiliates offers access to pharmacy and other related messages via periodic automated SMS (Short Message Service), MMS (Multimedia Message Service) text alerts and email alerts. Enrollment in text alerts requires you to provide your own mobile phone number with an area code within the United States. Enrollment in email alerts requires you to provide an email address. By enrolling to receive MedServRx text or email alerts, you agree to these Terms, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the alerts will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment. You are not required to agree to such messages as a condition of purchasing any goods or services from MedServRx.

You acknowledge that periodic automated alerts will be sent to the mobile phone number or email address you provide to MedServRx. Such alerts may include personal information about your prescriptions based on the type of information you choose to receive via electronic communication, and whoever has access to the mobile phone or carrier account, or email address will also be able to see this information. You acknowledge that if you elect to receive Protected Health Information as defined in HIPAA in the form of full prescription information via text alerts or email alerts, you are (i) electing to receive such information through an unencrypted method of communication, and that (ii) information contained in an unencrypted email and/or text message is at risk of being intercepted and read by, or disclosed to, unauthorized third parties. Once you enroll, the frequency of text or email alerts we send to you will vary. You will typically receive alerts when we have information for you about your prescriptions or other healthcare

information. MedServRx does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges.

You may opt out of MedServRx text or email alerts at any time. To stop receiving email alerts, click the "Unsubscribe" link found at the bottom of the email alert or send an email to support@MedServRx.com and request to be opted-out of future email alerts. To stop receiving text alerts, text STOP to the number from which you are receiving text alerts, or you may opt out using other reasonable means. Texting STOP to the number from which you are receiving MedServRx alerts will opt you out of all future MedServRx text messages. After you submit a request to unsubscribe, you will receive one final text alert from MedServRx confirming that you will no longer receive text alerts. No additional text alerts will be sent unless you reactivate your enrollment in the text alert program.

The MedServRx text alert programs are offered on an "as is" basis and: (i) may not be available in all areas at all times; and (ii) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. MedServRx may change or discontinue any of its text alert programs without notice or liability to you. MedServRx and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any MedServRx text alert program or from technical failures or delays of any kind. MedServRx reserves the right to cease delivery of text alerts to any person at any time in its sole discretion. If you are experiencing issues with the text program you can reply with the keyword HELP for more assistance, or you can get help by emailing support@MedServRx.com or by calling Customer Service toll free at 866-959-7979.

12. DISCLAIMER OF WARRANTIES

The discount information and content posted on the Site is for informational purposes only and is subject to change at any time without notice. MedServRx uses its best effort to provide timely and accurate data, but MedServRx cannot guarantee the accuracy of such information and recommends checking with the pharmacy directly to confirm the discounts presented on the Site before making any final purchasing decision. MedServRx cannot guarantee that discounts on the Site will be below a pharmacy's usual and customary pricing for drugs. MedServRx makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Site in terms of its correctness, accuracy, reliability or otherwise.

YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we are not obligated to provide any maintenance, technical or other support for the Site. We reserve the sole right to either modify

or discontinue the Site at any time with or without notice to you. We will not be liable to you, or any third party should we exercise such right. Any new features that augment or enhance the then-current Site and shall also be subject to these Terms.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER WEBSITE ACCESSIBILITY LAW, IN NO EVENT SHALL MEDSERVRX OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS, OR PARTNERS (COLLECTIVELY, "MEDSERVRX PARTIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION, OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, ANY DEFECTS IN THE SERVICES, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, FEATURES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER WEBSITE ACCESSIBILITY LAW, THE MAXIMUM AGGREGATE LIABILITY OF THE MEDSERVRX PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED \$25.00.

14. INDEMNIFICATION

BY AGREEING TO THESE TERMS YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD MEDSERVRX HARMLESS FROM AND AGAINST ANY AND ALL CHARGES, CLAIMS, DAMAGES, LOSSES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED AS A RESULT OF OR ARISING FROM ANY CLAIM, COMPLAINT, ALLEGATION, LAWSUIT OR DEMAND ARISING OUT OF OR RELATING IN ANY WAY TO (i) YOUR ACCESS TO OR USE OF THE SERVICES; (ii) YOUR VIOLATION OF THESE TERMS; (iii) YOUR VIOLATION OF THE RIGHTS OF ANOTHER, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PRIVACY, OR PROPRIETARY RIGHT; OR (iv) YOUR VIOLATION OF ANY STATUTES, CODES, ORDINANCES, LAWS, RULES, REGULATIONS, INCLUDING WITHOUT LIMITATION, ALL REGULATORY, ADMINISTRATIVE, AND LEGISLATIVE AUTHORITIES.

15. NOTICES

All notices to a party shall be in writing and shall be made either via email or U.S Mail. Notices to us must be sent to the attention of Legal Department at legal@MedServRx.com if by email, or at MedServRx, 1500 Urban Center Drive, Suite 530, Birmingham, AL 35242 if by U.S. Mail. Notices

to you may be sent to the email or home address supplied by you (when applicable). In addition, we may broadcast notices or messages through the Site to inform you of changes to the Services or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

16. GOVERNING LAW

These Terms, your use of the Services, all transactions through the Services, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the state of Delaware, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. These Terms will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

17. DISPUTE RESOLUTION

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU, ON THE ONE HAND, AND MEDSERVRX OR ITS SUPPLIERS OR VENDORS, ON THE OTHER HAND, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT MEDSERVRX AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by these terms. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of these terms and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief, or relief providing for specific performance of these terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of these terms will continue to apply and be unaffected by this severability provision.

18. COPYRIGHT INFRINGEMENT CLAIMS: NOTICE AND TAKE-DOWN PROCEDURES

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Services infringe your rights under U.S. copyright law, you (or your agent) may send to MedServRx a written notice by mail, e-mail, or fax, requesting that MedServRx remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to MedServRx a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see www.copyright.gov for details), which, with respect to notices of infringement, currently include, among other requirements, the following (i) sufficient information identifying the copyrighted work(s) believed to be infringed (ii), sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit MedServRx to locate such material(s), (iii) a statement from the owner (or the owner’s authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law, (iv) contact information for the complaining party, including a mailing address, a telephone number, and, if available, an email address, (v) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf, and (vi) a signature or the electronic equivalent from the owner (or the owner’s authorized representative) of the copyrighted work(s) believed to be infringed.

Notices and counter-notices must be sent in writing to MedServRx as follows:

Legal Department
MedServRx
1500 Urban Center Drive, Suite 530
Birmingham, AL 35242

Email: legal@medservrx.com

19. MISCELLANEOUS

In addition to the rights and privileges described in the terms, conditions, and policies outlined above, we further reserve the right to elect to electronically monitor area of the Services and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if we believe that such disclosure is necessary or appropriate to operate the Services, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or merchants. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from the Services.

We control the Services from our corporate offices within the United States of America, and the Services are not intended to subject MedServRx to any non-U.S. jurisdiction or law. By using (including any access to) the Services you agree that such use (including any such access) is subject to the Terms, conditions, and policies of these Terms as well as applicable laws. The Services may not comply with legal requirements of foreign countries. Other countries may have laws, regulatory requirements, and medical practices that differ from those in the United States of America. Any portion of the Services is void where and to the extent prohibited by law, and you may not use the Services where it would be illegal to do so. We may limit the availability of the Services at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

Our failure to insist upon strict performance of any provision of these Terms shall not be construed as an implicit waiver of any provision or right.

If any part of these Terms is ruled to be unenforceable, then such part shall be severed, with the remainder of these Terms remaining in full force and effect. These Terms constitutes the entire agreement between you and MedServRx governing your use of the Services (inclusive of the other policies referenced in these terms). You may not assign, transfer, or sublicense any or all of your rights or obligations under these terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these terms without restriction.

[CLICK HERE](#) FOR A SUMMARY PLAN DESCRIPTION.

NOTE TO ILLINOIS CONSUMERS

These plans, although they are not insurance, are regulated by the Illinois Department of Insurance. You have the right to contact them regarding any complaint. We will provide contact information for the Illinois Department of Insurance upon request. You may make your request by email at support@MedServRx.com or by calling us at 866-959-7979 (RxRx).

NOTE TO LOUISIANA CONSUMERS

1. In the event you cancel your use of the MedServRx Services and/or the Website within the first thirty (30) calendar days of use, we will refund to you all fees, dues, charges, or other financial consideration, except a nominal fee not to exceed \$30, associated with the use of the MedServRx Services and/or the Website. The 30-day period begins on the day after you enrolled in MedServRx Services and/or the Website or the day after you paid any fees, dues, charges, or other financial consideration, whichever is later.
2. The date of cancellation will be postage date of any notice appropriately mailed to us or the email date of any notice appropriately emailed to us.
3. We will return any fees, dues, charges, or other financial consideration charged or collected after you have notified us of your request to cancel.
4. If we cancel your use of the MedServRx Services and/or the Website for any reason other than your failure to pay for such services, we will make a pro rata refund to you for all fees, dues, charges, or other financial consideration within thirty (30) calendar days following the date of cancellation.
5. If, after following the Dispute Resolution process of this Member Agreement, you are not satisfied with the outcome of your dispute, you may contact the Louisiana Department of Insurance.

NOTE: IF YOU ARE DOMICILED IN MARYLAND PLEASE REFER TO THE FOLLOWING FOR ADDITIONAL TERMS AND CONDITIONS FOR YOUR STATE.

MARYLAND REGULATORY ADDENDUM

1. In the event you cancel your use of the MedServRx Services and/or the Website within the first thirty (30) calendar days of use, we will refund to you all fees, dues, charges, or other financial consideration, except a nominal fee, not to exceed any fees, dues, charges, or other financial consideration you have already paid associated with the use of the MedServRx Services and/or the Website.
2. If we cancel your use of the MedServRx Services and/or the Website for any reason other than your failure to pay for such services, we will make a pro rata refund to you for all fees, dues, charges, or other financial consideration within thirty (30) calendar days following the date of cancellation.

NOTE TO OREGON CONSUMERS

In the event you cancel your use of the MedServRx services and/or the Website within the first thirty (30) calendar days of use, we will refund to you all fees, dues, charges, or other financial consideration, except a nominal fee not to exceed \$30, associated with the use of the MedServRx services and/or the Website. The 30-day period begins on the day after you enrolled in MedServRx services and/or the Website or the day after you paid any fees, dues, charges, or other financial consideration whichever is later.

NOTE TO RHODE ISLAND CONSUMERS

These plans, although they are not insurance, are regulated by the Office of the Health Insurance Commissioner ('OHIC'), 1151 Pontiac Avenue, Building 69-1, Cranston, RI 02920; for consumer complaints contact OHIC's consumer assistance partner RIReach at: 855-747-3224 (toll free) or rireach.org.

MedServRx

1500 Urban Center Drive, Suite 530
Birmingham, AL 35242

Phone Number: 866-969-7979 (RxRx)

Fax Number:

E-mail:support@MedServRx.com

Website:MedServRx.com