

Please review this document in its entirety before using the website provided by Idaho Priority Prescriptions (IPP)

## **Disclosures**

The products offered for purchase through the website are offered and sold by Idaho Priority Prescriptions LLC (collectively referred here to as IPP). IPP may also utilize other third party vendors (including pharmaceutical wholesalers) in obtaining the products offered for purchase through this website.

## **Agreement and Terms**

These Terms of Use (“Terms”) describe the rules for using IPP online and mobile websites, platforms, services and applications.

By using our website and making orders, you agree to the following terms/conditions and our privacy policies. Terms may change at any time, and such changes will be posted under terms of service, with the date of the last revision listed as the “Effective Date” at the bottom of these terms. Any modifications will be effective immediately upon such posting, and will be communicated to currently registered clients/patients of IPP via electronic mail. Continuing to use the website implies consent to any changes to these terms.

Using the website and/or creating an account, constitutes your electronic signature to these terms and your consent to enter into this agreement electronically. You may print and retain a copy of these terms.

## **Important Note Regarding Content of the Website**

The information and content on the website is for your general educational information only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by IPP. You should call your healthcare provider if you have questions, at any time, about your health. All information provided by IPP, or in connection with any communications supported by IPP is intended to be for general information purposes only and is in no way intended to create a provider/patient relationship as defined by state or federal law.

You are responsible for protecting your username (e.g., the email address and password that you provide when registering for the website), and if they are compromised, you agree to change your username and password and immediately contact us as all orders on your account are assumed to be voluntarily initiated and approved by the responsible party who established the account.

## **Restrictions on Use of Website**

You will not use our website or content in any way not expressly permitted by these terms; copy, modify or harvest data, content, or materials from the website; remove or alter, any copyright or other proprietary rights or notices on the website; misrepresent your identity or provide any false information; interfere with the operation of our website; share any password with any third parties or use any third-party's password; engage in commercial, competitive, or viral messaging, or sending of unsolicited advertisements, or similar communications, including harmful computer code, viruses, or malware; use the website in any way that could, in our sole judgment, interfere with any other party's use or enjoyment of the website, impair our networks or servers, or expose us or any third party to any claims or liability whatsoever, or use software or other means to access, "scrape," "crawl," or "spider" any web pages or other services from the website. If you are blocked from the website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking; directly or indirectly authorize anyone else to take actions prohibited in this section; or attempt to reverse engineer any of the software used to provide the website.

You agree that you will comply with all applicable laws and regulations; and you represent and warrant that you are at least 18 years of age. We may take measures deemed appropriate, in our sole discretion and permitted by law, to enforce these Terms.

## **License to use Website**

Subject to these terms, IPP grants you a personal, noncommercial, revocable, limited license to view the content on our website for the sole purpose of obtaining information regarding our products. All rights, title, and interest to the website, including the content, and all intellectual property rights, including all copyright, trademark, patent, and trade secret rights will remain with IPP and our vendors. No ownership interest is transferred to you or any other entity by virtue of making the content available on the website, granting you a license to use the website, or you entering into this agreement.

We may terminate this license at any time for any reason. If you breach any of these terms, your license to the website and its content will terminate immediately. Upon the termination of this license, you must stop using the website, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

## Limitation of Liability

You agree that IPP and any of our affiliates have no liability for any loss arising out of, or relating to use of the website, any third party site or program accessed through the website, any acts or omissions by us or any third party, and/or your access or use of the website. This limitation of liability includes any claim based on warranty, contract, tort, strict liability, or any other legal theory.

## Indemnification

You agree to defend, indemnify, and hold harmless IPP and any affiliates from any claim by third parties, including reasonable attorneys' fees for counsel of our own choosing, arising out of or related to your breach of these terms or any copyright infringement, misappropriation, misuse, gross negligence, intentional misconduct, or violation of applicable law relating to your use of the website. You may not transfer or assign any rights or obligations under this agreement. In any litigation, you will cooperate with us in asserting any available defenses.

## Disputes

**\*\*THIS SECTION CAREFULLY IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT\*\***

Resolution: Before filing a claim in connection with these terms or the website, you agree to try to resolve the dispute informally by contacting IPP in writing at 845 S Substation Rd Suite B, Emmett, Idaho 83617. If the dispute is not resolved within 30 days of contact, you or we may bring a formal arbitration proceeding as described below.

Arbitration: You and we agree to resolve any claims relating to these terms, or the website, through final and binding arbitration, except as indicated below under "Exceptions to Agreement to Arbitrate" or where prohibited by law. The arbitration will be held in Idaho. You and we agree to submit to the personal jurisdiction of any state or federal court in the state of Idaho to compel arbitration, stay

proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Exceptions to Agreement to Arbitrate. Either you (or we) may assert claims in the small claims court in Gem County, Idaho provided that the informal dispute resolution described above was unsuccessful and the claim is eligible to be filed. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the website or intellectual property infringement without first engaging in arbitration or the resolution process described above. The agreement to arbitrate does not apply to claims that may not be arbitrated as a matter of law. Arbitration does apply to all other claims relating to these terms or the website including the interpretation/formation/performance/breach of the terms, whether any part of the terms is void or voidable, whether a claim is subject to arbitration, and/or whether arbitration has been waived due to litigation conduct.

You are responsible for all other additional costs that you may incur in the arbitration, including attorney's fees and expert witness costs, unless we are otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these rules and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. You and we agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. Applicable law may allow the arbitrator to award attorneys' fees and costs to the prevailing party.

Except as explicitly provided in these terms, if any clause within these arbitration provisions is found to be illegal or unenforceable, that clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of ours arising out of your use of the website.

No Class Actions. **THIS SECTION MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS**

**BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST US AND OUR RELATED PARTIES IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR**

**CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO ARBITRATION, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE IN ANY WAY.**

If any court or arbitrator determines that this “No Class Actions” section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null and void in their entirety, and the parties will be deemed to have not agreed to arbitrate disputes.

We will provide 30 days’ notice of any changes to this section. Amendments will become effective thirty days after we provide such notice. If a court or arbitrator decides that this subsection on “Changes to this Section” is not enforceable or valid, then this subsection will be severed from the section entitled “Resolving Disputes,” and the court or arbitrator will apply the first “Resolving Disputes” section in existence after you began using the Online Services.

This “Disputes” section will survive any termination of your account, enrollment in any program, eligibility for coverage, or the Online Services.

## **Governing Law and Statute of Limitations**

You agree that Idaho law governs these Terms and any claim or dispute that you may have against us, and you agree to the jurisdiction and venue of the state and federal courts in Idaho for any dispute involving IPP, its employees, officers, directors, agents and providers.

## **Termination**

We may cancel, suspend or block your use of the website and/or registration at any time, without cause and/or without notice. You agree that we will not be liable to you or any other party for any termination of your access to the website in accordance with these terms.

## **Severability**

If any provision of these terms is held to be unenforceable or invalid by an arbitrator or court of competent jurisdiction, the remaining portions of the Terms will be determined without the unenforceable or invalid provision. All other terms will remain in full force and effect.

## Disclaimer

These Terms, and any supplemental terms, policies, rules and guidelines posted on the website, constitute the entire agreement between you and us in connection with the website and supersede all previous written or oral agreements. You acknowledge that we have the right to seek, at your expense, an injunction to stop or prevent a breach of your obligations. No waiver by us will have effect unless such waiver is set forth in writing and signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

Idaho Priority Prescriptions (IPP) does not bill nor accept any insurance. All transactions are paid in full at the time of ordering via credit/debit card or other eligible electronic payment methods and based on the prices set by IPP.

All products dispensed by IPP are **not** eligible to be submitted for reimbursement to any Commercial, Medicare (including Medicare Part D and Medicare Advantage), Medicaid, TRICARE<sup>TM</sup>, CHAMPUS, the Puerto Rico Governmental Health Insurance Plan, or other federal, state, or governmental healthcare programs.

Please note all medications require a prescription to be prescribed by a physician or certified licensed health care professional. No items will be dispensed as in-office use or without a doctor's prescription. All price information on any and all materials and dosages are subject to change. While we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied. Users should always seek the advice of a physician with any questions regarding their health or medical conditions. Never disregard, avoid, or delay obtaining medical advice or following the advice of a physician because of something you have seen or read on this site. The information, opinions, data and statements contained on this website should not be interpreted, acted on or represented as prescribing or providing medical advice. Patients should seek their physician for medical prescriptions, education and health care recommendations.

Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by IPP and its affiliates and their employees and contractors.

IPP pharmacists are trained and licensed in the State of Idaho to answer questions and provide counseling in reference to prescribed medications and provide other sources of information. However, because IPP pharmacists are not licensed as prescribing healthcare professionals in the same manner that physicians and other prescribing practitioners are in the State of Idaho, the information they provide cannot substitute for the medical expertise and advice that resides with your licensed healthcare prescriber.

IPP and its pharmacists encourage all patients to consult their licensed health care provider to discuss both the advantages and risks of various recommendations, treatments and prescribed agents.

## **Survival and Assignment of Agreements**

Your obligations under the following sections survive termination of this Agreement: Agreement and Terms; Important Note Regarding Content; User IDs; License to Use the Website and Content Ownership; Restrictions on Use of Website; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; NO WARRANTY; LIMITATION OF LIABILITY; Export Controls; Governing Law and Statute of Limitations; Severability; Miscellaneous; and Additional Product Information. You may not transfer or assign any rights or obligations under this Agreement. IPP may transfer or assign its rights and obligations under this agreement.

## **Fees and Payments**

By using the website you agree to the following payment terms: You agree to pay all fees for products and/or services purchased through the IPP website at the time of order. By providing IPP with your credit card number, you agree that IPP or its affiliates are authorized to immediately charge your card account for all fees due upon each order completion, and that no additional notice or consent is required. You acknowledge that you are directly responsible for all costs associated with your order at time of service. Products offered by IPP may be eligible for reimbursement using your Health Savings Account or Flexible Spending Account. You are responsible for confirming with your benefits manager or employer whether an item is eligible for reimbursement, and IPP does not guarantee that your purchases will be reimbursed by those accounts. At no time under any circumstances will you be eligible for a refund or return of any medications ordered from this website.

## **Texting and/or Phone Call Terms and Conditions**

These texting/call terms and conditions apply when you provide prior express consent to receive text messages from IPP, or their affiliates, subsidiaries, agents, contractors, vendors or partners. Text message and call frequency varies. Text messages and/or calls from us may include one time or recurring texts/calls related to orders, delivery, counseling, and other notifications related to your usage of IPP services; or promotional messages from IPP.

At enrollment for IPP you agree to receive phone calls or texts from IPP to complete your order and/or delivery. Call, message and data rates may apply.

Under no circumstances will we be liable for any direct or indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with use of calls/text messaging whether we have been advised of the possibility of such damages or not.

We do not guarantee the successful delivery of text messages by your wireless provider. Messages sent by text may not be delivered if the mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including the terrain, proximity to buildings, foliage, weather, and the recipient's equipment. We will not be liable for losses or damages arising from non-delivery, delayed delivery, or misdirected delivery of a text message, inaccurate or incomplete content in a text message, or use or reliance on the content of any text message for any purpose. Carriers are not liable for the delayed or undelivered messages.

These terms and conditions are governed exclusively by the laws of the State of Idaho, without reference to its rules regarding choice of law.

## **Privacy & Security**

Please notify us immediately and update your account page if your mobile number changes. We are not liable for any communication or transmission of information by text or phone call which happens because you did not report that your phone number has changed. Password protecting mobile device(s) and enabling encryption, if available, is recommended.

Text messages and calls from IPP may include protected health information (PHI). Since text messaging/call is unencrypted, there is a risk that this PHI could be intercepted or viewed by third



parties, including others who access your device. When you choose to receive text messages from us, you do so at your own risk.

The use and disclosure of PHI in text messaging may be governed by additional privacy notices, including applicable HIPAA Notice of Privacy Practices.

## **Patient Informed Consent to Pharmacy Services**

You always have the right to have your prescription filled by any pharmacy of your choice. By choosing IPP you agree to fulfillment of the prescription as follows:

### **Customer Support**

You acknowledge that use of IPP customer support may involve support services from IPP and/or one of its third party vendors. Those support services may involve electronic communication of your personal health information. You understand that it is your duty to provide your truthful, accurate, and complete information, including all relevant information regarding care that you may have received or may be receiving from other healthcare providers.

### **Authorization to Fill Your Prescription Order**

Anytime you present your prescription(s) and billing information, you are authorizing IPP to charge for your prescriptions. You agree to pay all costs of your order. You consent that once completed your order is not eligible for return/refund due to several laws/regulations. You agree you are fully responsible for any order made under your account. You accept responsibility for the use of your account (including “kid got on my account and ordered”, “doctor just changed my prescription”, etc.). You agree you are fully responsible for protecting access and use of your account is your sole responsibility. If your account has become compromised, you will immediately change your account password.

### **Delivery of Orders**

By authorizing IPP to fill your order and deliver it to your doorstep you are agreeing to the following terms and conditions: Once a package has been documented by our staff drivers to be delivered the package becomes your sole responsibility. You agree to not hold IPP accountable for any damage or theft that may occur once the package has been delivered to your doorstep. You also agree that IPP

has no control over who is home to receive and or open the package. You authorize IPP to deliver packages and not hold IPP accountable for any personal health information that others may see as a consequence of delivering your order. You are authorizing IPP to leave packages in a discrete location in front of your house near the front door and/or hand packages to any party who may be home at time of delivery. You understand that if you do not want someone else to get your package it is your sole responsibility to make arrangements in a timely fashion to be home on the day of the expected delivery or notify persons who are home to not open packages. You agree to allow IPP delivery drivers to deliver packages to anyone home at the time of delivery and that their signature constitutes successful delivery of your order unless otherwise initiated and arranged by the package recipient as previously stated.

### **Payment Policies and Procedures**

Payment in full for services is due at the time of order and prior to delivery. As the patient/guarantor, you are financially responsible for any fees and costs associated with any services or products you order from IPP.

We do not bill insurance companies or accept any coupons or discount cards for products.

### **Agreement of Patient Responsibility**

The patient understands and agrees that the patient, or patient's legal guardian or caregiver, is financially responsible for all charges for any and all services rendered and ordered from IPP.

The patient understands that IPP does not bill insurance and that all orders are to be paid out of pocket.

By agreeing to these terms of service, the patient attests that the information above has been communicated with to the patient, that the patient had the opportunity to ask questions, that the patient had the opportunity to have prescriptions transferred to another pharmacy in lieu of agreeing to have IPP fill the prescriptions, and the patient has the opportunity to transfer prescriptions to another pharmacy at any point in the future regardless of prior agreement to the terms of service.

# Privacy Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

IPP is required by law to maintain the privacy of Protected Health Information (“PHI”) and to provide individuals with a notice of our legal duties and privacy practices with respect to PHI and to notify affected individuals following a breach of unsecured protected health information. PHI is information that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. This Notice of Privacy Practices (“Notice”) describes how we may use and disclose PHI to carry out treatment or health care operations and for other specified purposes that are permitted or required by law. The Notice also describes your rights with respect to PHI. IPP is required to follow the terms of this Notice. We will not use or disclose PHI about you without your written authorization, except as described in this Notice. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI we maintain. Upon request, we will provide any revised Notice to you.

You may request a copy of the Notice at any time via email at [info@idahopriorityprescriptions.com](mailto:info@idahopriorityprescriptions.com). Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy. To obtain a paper copy, contact us directly at 208-369-2211.

You have the right to request additional restrictions on our use or disclosure of PHI about you by contacting IPP via email or phone. We are not required to agree to those restrictions, except in the case of a request of an individual to restrict disclosure of PHI about the individual to a health plan if (i) the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law; and (ii) the PHI pertains solely to a health care item or service for which the individual, or person other than the health plan on behalf of the individual, has paid the covered entity in full. You have the right to access and obtain a copy of PHI about you contained in a designated record set for as long as the pharmacy maintains the PHI. The designated record set usually will include prescription and billing records. If you feel that PHI we maintain about you is incomplete or incorrect, you may request that we amend it. You may request an amendment for as long as we maintain the PHI. You must include a reason that supports your request. In certain cases, we may deny your request for amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with the decision and we may give a rebuttal to your statement.

The following are descriptions and examples of ways we use and disclose PHI:

We will use PHI for treatment. Such as: information obtained by the pharmacist used to dispense prescription medications to you. We will document in your record information related to the medications dispensed to you and services provided to you.

We will use PHI for payment inasmuch as credit cards and other forms of electronic payment require validation of the legitimacy of the payer to prevent fraud and this information associated with a credit card or other financial institution identifies the owner of the payment account.

We will use PHI for health care operations. For example: the pharmacy may use information in your health record to monitor the performance of the pharmacists providing treatment to you. This information will be used to continually improve the quality and effectiveness of the service we provide.

We may possibly use or disclose PHI for the following purposes:

Communication with individuals involved in your care or payment for your care: Health professionals such as pharmacists, using their professional judgment, may disclose to a family member, other relative, close personal friend or any person you identify, PHI relevant to that person's involvement in your care or payment related to your care.

Health-related communications: We may contact you to provide refill reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Food and Drug Administration (FDA): We may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Worker's compensation: We may disclose PHI about you as authorized by and as necessary to comply with laws relating to worker's compensation or similar programs established by law.

Public health: As required by law, we may disclose PHI about you to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

Law enforcement: We may disclose PHI about you for law enforcement purposes in response to a valid subpoena or other legal process.

As required by law: We must disclose PHI about you when required to do so by law.

Health oversight activities: We may disclose PHI about you to an oversight agency for activities authorized by law. These oversight activities include audits, investigations, and inspections, as necessary for our licensure and for the government to monitor the health care system, government programs, and compliance with civil rights laws.

We are permitted to use or disclose PHI about you for the following purposes:

Coroners, medical examiners, and funeral directors: We may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also disclose PHI to funeral directors consistent with applicable law to carry out their duties.

Organ or tissue procurement organizations: Consistent with applicable law, we may disclose PHI about you to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Notification: We may use or disclose PHI about you to notify or assist in notifying a family member, personal representative, or another person responsible for your care.

Correctional institution: If you are or become an inmate of a correctional institution, we may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others.

The Pharmacy will obtain your written authorization before using or disclosing PHI about you for purposes other than those provided for above or as otherwise permitted or required by law. You may revoke an authorization in writing at any time. Upon receipt of the written revocation, we will stop using or disclosing PHI about you, except to the extent that we have already taken action in reliance on the authorization.

## Contact Us

If you have questions regarding these terms, contact us at [info@idahopriorityprescriptions.com](mailto:info@idahopriorityprescriptions.com)

Last Updated: 04/24/2023