

# Rx Valet Prescription Discount Program

## Program Overview, Terms of Service, and Privacy Policy

### **PROGRAM OVERVIEW**

The Rx Valet Prescription Discount Program is not insurance. It provides consumers with discounts on their prescription medications. Prescription medications vary from pharmacy to pharmacy, and sometimes even your health insurance price can be expensive. By comparing your insurance price with the Prescription Discount Program price, you may be able to save money. **The Prescription Discount Program is administered by Medical Security Card Company, LLC of Tucson, AZ.**

The Prescription Discount Program can be used by:

- SENIORS WITH MEDICARE PART D: save on prescriptions that are excluded.
- THOSE WITH LIMITED, HIGH-DEDUCTIBLE, OR NO PRESCRIPTION: reduce out-of-pocket prescription costs.
- THOSE WITH PRESCRIPTION: reduce the cost of prescriptions not covered by insurance.

The Prescription Discount Program provides:

- A prescription savings card that offers instant savings at the register on both brand name and generic prescription medications. Use the card to save on prescriptions for you and everyone in your household -- including your pets.
- No enrollment fee and no limits on usage.
- Everyone in your household can use the same card.
- A pharmacy discount network of 62,000 participating pharmacies across the county including chain and independent retail pharmacies
- Savings average 54% with potential savings of up to 80%\*. Savings vary based on the medication and the pharmacy chosen.

\*Average and up to savings percentages are based on all discounted prescriptions that were run through the program in 2017. Discount percentages represent savings provided off of pharmacies' retail prices for consumers who do not have a discount program and pay cash.

Simply present your Prescription Discount Card, along with your valid prescription, at your chosen pharmacy and pay the discounted price.

**DISCOUNT ONLY – NOT INSURANCE.** Discounts are available exclusively through participating pharmacies. The range of the discounts will vary depending on the prescription and the pharmacy chosen. Cannot be used in conjunction with insurance. Prescriptions paid for in whole or in part by Medicare or Medicaid are not eligible. This program does not make payments directly to pharmacies. Members are required to pay for all prescription purchases. You may cancel your registration at any time or file a complaint by contacting Customer Care. **This program is administered by Medical Security Card Company, LLC of Tucson, AZ.**

## **TERMS OF SERVICE**

### **Rx Valet Program Terms of Service**

Please read these Terms of Service ("**Terms**") carefully. These Terms are a binding electronic contract between you and Medical Security Card Company, LLC, a Delaware limited liability company ("**RX VALET**", "**we**", "**us**" or "**our**") governing the use of this prescription and/or pharmaceutical discount card program ("**Card**") and the related services that we offer ("**Services**"). By registering for or using the Card or by accessing or using the Services via our mobile application ("**Application**") or the associated online website, [pharmacysavercard.com](http://pharmacysavercard.com) ("**Website**"), you agree to be bound by these Terms. **These Terms affect your legal rights and obligations, so if you do not agree to these Terms, do not register or use the Services.**

**NO MEDICAL ADVICE:** Neither the Website, the Application, nor the Services should be used for 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.

**ARBITRATION NOTICE:** Except for certain types of disputes described in the arbitration clause below, you agree that all disputes between you and RX VALET will be resolved by mandatory binding arbitration and you waive any right to participate in a class-action lawsuit or class-wide arbitration.

### **Privacy**

Your privacy is important to us. The Privacy Policy is incorporated into these Terms by reference. By accepting these Terms, you agree to the collection, use, and sharing of your information, including your content, through the Services in accordance with the Privacy Policy.

### **Modifications to these Terms**

We may, at our sole discretion, revise these Terms from time to time. The most current version of these Terms will be made available to you on the Website and will be linked to from within the Application. We encourage you to periodically review these Terms. If we make material changes to these Terms, we will notify you on the Website or within the Application or both by posting a conspicuous notice on the Services or by otherwise sending you a notification prior to the effective date of the changes. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you may terminate your account as set forth below.

### **Our Services**

You may print or download a Card to use our Services 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 enrollment information.

If you wish to use the additional Services we offer via the Application or the Website, you will need to create an account ("**Account**"). In order to create an Account you will be required to provide us with your name, email address, phone number, and state to submit your registration and open your Account. Information that we collect during registration will be used as set forth in our Privacy Policy. You must be at least 18 to create an Account. Additional Services designed to assist you in saving money and better managing your health will be accessible to you if you create an account and opt in via the App or the Website.

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. Please see your card for more

information. If you **HAVE health insurance** you can use your Card for certain prescriptions that are not covered by your insurance or for savings for your family members that are not covered by insurance.

**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 providers. You are required to pay for all prescription drugs at the time of purchase. To obtain discounts, you will need to present your Card before you pay for any prescription or other product. The range of the discounts will vary depending on the prescription drug or other product and the participating pharmacy. RX VALET does not make payments to any pharmacy or health care provider.

The Card and Services are administered by Medical Security Card Company, LLC, 4911 E. Broadway Blvd., Tucson, AZ 85711, 1-800-407-8156, [www.medicalsecuritycard.com](http://www.medicalsecuritycard.com). You may cancel your Account or file a complaint regarding the Card or the Services at any time by contacting Customer Care at [info@myrxvalet.com](mailto:info@myrxvalet.com).

### **General Conditions**

Obtaining a Card or using the Services via the Application requires the download of the Application from the Apple iTunes App Store or the Google Play Store. Download of the Application is subject to the applicable end user license agreement.

### **Your Account**

Rx Valet prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide to Rx Valet upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

We reserve the right to refuse access to the Services to anyone for any reason at any time. We reserve the right to force forfeiture of any username for any reason. You agree that you are responsible for all data charges and/or SMS charges you incur through use of the Services.

### **Modifications to Services**

We reserve the right to modify or terminate the Services or any feature or function for any reason at any time and without notice or liability to you.

### **Termination of Your Account**

You can deactivate your Account within the settings of the Services or by contacting us using the contact information below. We may suspend or terminate your access to your Account or any Services if we believe you have materially breached these Terms or your use of the Services otherwise presents any legal or other risk to Rx Valet or any third party. If we terminate your access to the Services or if you request the deactivation of your Account, your data will no longer be accessible to you through your Account. Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

### **Use of Your Account**

You acknowledge and agree that you do not have any ownership or other property interest in your Account. Your Account and all rights in your Account are owned by Rx Valet. However, subject to your compliance with these Terms, you are allowed to use your Account as set forth in these Terms. You may not sell, transfer, license or assign your Account, username, or any Account rights to anyone. You are responsible for any activity that occurs through your Account. You are solely responsible for all transactions and activities undertaken by anyone utilizing your Account or your Card, whether authorized or unauthorized. This includes any and all purchases, authorized or unauthorized, made from pharmacies. You must immediately notify Rx Valet of any suspected unauthorized transactions associated with your Account or your Card or any other

breach of security. You are responsible for keeping your password secret and secure. BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICES.

### **Prohibited Activities**

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Card or Services for any purpose that is illegal, unauthorized, beyond the scope of its intended use, or engage in, encourage, promote, advocate or assist any third party in any activity that violates these Terms or is otherwise prohibited in these Terms or the terms of any third party that govern a particular Services;
- Interfere with or disrupt servers or networks used by Rx Valet to provide the Card or Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of the Card or Services;
- Send any unsolicited or unauthorized advertising, spam, solicitations, or promotional materials to other users of the Card or Services;
- Solicit or attempt to solicit personal information from other users of the Card or Services;
- Intercept, examine, monitor or otherwise observe any proprietary communications protocol used by a device, a client or a server communicating with the Services, whether through the use of a network analyzer, packet sniffer or other device or software, unless expressly authorized by Rx Valet;
- Use any robot, bot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse-engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Card or Services or circumvent measures employed to prevent or limit access to any area, content, or source code of the Card or Services;
- Use or attempt to use another user's account without authorization;
- Attempt to compromise any security measures or circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- Attempt to represent in any manner that you have a relationship of any kind with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in or encourage, promote, advocate or assist any third party in any harassing, bullying, intimidating, predatory, or stalking activities;
- You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other similar content via the Services;
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Make available any content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
- Reproduce, duplicate, copy, buy, sell, trade, resell or exploit for any commercial purpose any portion of the Card or the Services, including your Account, Rx Valet Materials (as defined below), or access to or use of the Card, Services or Rx Valet Materials without our prior written consent; and

- Develop any third party applications that interact with other users of the Services or the Services themselves without prior written consent from Rx Valet.

You further agree to abide by any third party terms when posting reviews of Rx Valet, the Card, the Services, the Website or the Application, including without limitation the Apple iTunes App Store Terms of Service and the Google Play Store terms of service.

## **Content Ownership**

Copyright 2015-2018 Medical Security Card Company, LLC. All rights reserved.

The Rx Valet logo, Rx Valet, and other Rx Valet trademarks, service marks, graphics and logos used in connection with the Card or Services are trademarks or registered trademarks of Rx Valet or its affiliates (collectively, "**Rx Valet Marks**"). Third party trademarks, service marks, graphics and logos used in connection with the Application or the Services are the trademarks of their respective owners (collectively, "**Third-Party Marks**"). The Rx Valet Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Rx Valet or the applicable trademark holder.

Unless otherwise stated, all materials contained on or within the Card, the Services, the Application or the Website, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, and written and other materials (collectively, "**Rx Valet Materials**"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws.

Subject to your compliance with these Terms, Rx Valet grants you a limited, nonexclusive, non-sub-licensable license to access and use the Services and Rx Valet Materials solely as made available in the Application or Website. This license is revocable at any time as further contemplated by these Terms. You may not:

- Distribute, publicly perform or publicly display any Rx Valet Materials;
- Modify or make any derivative uses of the Card, Services or Rx Valet Materials, or any portion thereof;
- Download any portion of the Card, Services, Rx Valet Materials, or any information contained therein, except as expressly permitted by the Services;
- Copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, Rx Valet Materials, the Card, the Services, the Application, the Website or any related software, except as expressly stated in these Terms; or
- Otherwise use the Card, the Services or Rx Valet Materials other than for their intended purposes.

You may not use Rx Valet Materials in any manner except as necessary to use the Card or the Services as provided by Rx Valet. Rx Valet does not grant you any other right or license to use the Rx Valet Materials. Unauthorized use of Rx Valet Materials is a violation of these Terms, which may result in the termination of your Account, and may constitute a violation of applicable federal and state laws.

## **Feedback**

You agree that submission of feedback, suggestions, ideas, or other information or materials regarding Rx Valet, the Card, the Application, the Website or any other component of the Services that you provide, whether by email or otherwise ("**Feedback**") is at your own risk and that Rx Valet has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Rx Valet a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sub-license

the foregoing rights, in connection with the operation and maintenance of the Services, the Application and the Website.

### **Third-Party Sites and Services**

The Services may link to, or be linked to, websites, features, services, and content not maintained or controlled by Rx Valet. Those links are provided as a convenience. Rx Valet is not responsible for examining or evaluating the content or accuracy of, and Rx Valet does not control, maintain, warrant or endorse, any third-party websites or services, nor any features, services, products, or content made available through those websites or services. Please take care when leaving the Website or Application to visit a third-party website or service. If you choose to access any third-party websites or services, you do so at your own risk. We encourage you to read the terms and privacy policies applicable to each third-party websites and service that you access.

### **Disclaimer of Warranties**

THE CARD, THE SERVICES, AND RX VALET MATERIALS, TOGETHER WITH THE APPLICATION AND THE WEBSITE, ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER RX VALET NOR OUR MEMBERS, SHAREHOLDERS, EMPLOYEES, MANAGERS, OFFICERS, OR AGENTS (COLLECTIVELY, THE "RX VALET **PARTIES**") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE CARD OR THE SERVICES; (B) RX VALET MATERIALS, INCLUDING THE APPLICATION AND WEBSITE; (C) SERVICES CONTENT; (D) THIRD-PARTY CONTENT; OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO RX VALET OR VIA THE SERVICES. IN ADDITION, THE RX VALET PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE RX VALET PARTIES DO NOT REPRESENT OR WARRANT THAT THE CARD, SERVICES, WEBSITE OR APPLICATION WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE RX VALET PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE CARD OR SERVICES IS ACCURATE, COMPLETE, OR USEFUL OR THAT YOU WILL RECEIVE ANY ANTICIPATED SAVINGS.

RX VALET DOES NOT PROVIDE MEDICAL, DIETARY, OR NUTRITION SERVICES. THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL, DIETARY, OR NUTRITION ADVICE, DIAGNOSIS, OR TREATMENT.

YOU ACKNOWLEDGE THAT YOUR USE OF THE CARD AND SERVICES IS AT YOUR SOLE RISK. THE RX VALET PARTIES DO NOT WARRANT THAT YOUR USE OF THE CARD OR SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE RX VALET PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS.

THE RX VALET PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

### **Indemnification**

**BY AGREEING TO THESE TERMS YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RX VALET PARTIES 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 (A) YOUR ACCESS TO OR USE OF THE CARD, THE SERVICES OR YOUR ACCOUNT; (B) YOUR VIOLATION OF THESE TERMS; (C) YOUR VIOLATION OF THE RIGHTS OF ANOTHER, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PRIVACY, OR PROPRIETARY RIGHT; OR (D) YOUR VIOLATION OF ANY STATUTES, CODES, ORDINANCES, LAWS, RULES, REGULATIONS, INCLUDING WITHOUT LIMITATION, ALL REGULATORY, ADMINISTRATIVE, AND LEGISLATIVE AUTHORITIES.**

### **Limitation of Liability**

**EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL RX VALET OR THE RX VALET PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM (A) THE USE OF, OR INABILITY TO USE, THE CARD, THE SERVICES, ANY CONTENT OF THE SERVICES, THE WEBSITE, OR THE APPLICATION; (B) THE PROVISION OF THE CARD, SERVICES OR ANY MATERIALS AVAILABLE THEREIN; OR (C) THE CONDUCT OF OTHER USERS OF THE SERVICES, EVEN IF RX VALET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE CARD AND SERVICES. YOUR ONLY REMEDY AGAINST RX VALET FOR DISSATISFACTION WITH THE CARD OR SERVICES OR ANY CONTENT IS TO STOP USING THE CARD AND SERVICES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL RX VALET'S LIABILITY TO YOU EXCEED \$100.00 FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THESE TERMS OR YOUR USE OF THE CARD, SERVICES OR ANY CONTENT, EVEN IF SUCH AMOUNT SHOULD FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.**

### **Dispute Resolution**

Arbitration Agreement; Class Waiver; Waiver of Trial by Jury

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH RX VALET AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

#### **Applicability of Arbitration Agreement**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this agreement to arbitrate (hereinafter, collectively, the "**Dispute**"), which cannot be resolved informally, shall be resolved by binding arbitration on an individual basis under the terms set forth below (the "**Arbitration Agreement**"). Notwithstanding the foregoing, in the event of any actual, alleged or threatened violation of confidentiality or violation of the other party's intellectual property or other proprietary rights, the non-breaching party may immediately resort to court proceedings in a court of competent jurisdiction as set forth below in order to seek immediate injunctive relief without posting of a bond, proof of damages or other similar requirement. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration.

This Arbitration Agreement applies to you and RX VALET, and to any of the Parties' subsidiaries, affiliates, agents, employees, predecessors in interest, successors in interest, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services provided under the Terms.

The arbitration proceeding will be administered by the American Arbitration Association ("**AAA**") before an arbitrator selected pursuant to the AAA rules. The decision of the arbitrator will be final and binding. Any final

award or judgment may be filed and enforced in any court of competent jurisdiction. The parties shall share equally in the costs assessed for the arbitration, and each party shall bear its own attorneys' fees and costs. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY INSTEAD CHOOSE AND AGREE TO HAVE ALL DISPUTES AS SET FORTH HEREIN DECIDED THROUGH INDIVIDUAL ARBITRATION.

The place of arbitration shall be in Pima County, Arizona, unless otherwise agreed to in writing by all parties to the arbitration. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement and proceedings pursuant to this Arbitration Agreement. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.

### **Survival**

This Arbitration Agreement provision will survive the termination of the Agreement and your relationship with RX VALET.

### **Time Limitation on Claims**

The Parties agree that they must initiate arbitration within one (1) year after any Dispute arose; otherwise, the disputing Party's Dispute is permanently barred.

### **Forum and Venue**

A lawsuit, if any, between you and RX VALET that is permissible under this Arbitration Agreement will occur in state or federal court in Pima County, AZ. You and RX VALET agree that the jurisdiction and venue of these courts is exclusive.

### **Applicable Law**

This Agreement and any Dispute between you and RX VALET will be governed by the laws of the State of Arizona and applicable United States law, exclusive of conflict or choice of law rules.

### **Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Entire Agreement**

These Terms supersede all prior understandings regarding the Card, Services, Website and their use and represent the complete agreement between you and RX VALET. However, your Card may be subject to additional terms of the applicable third-party sponsoring organization. These Terms do not create or confer any third-party beneficiary rights. RX VALET may, at RX VALET's sole discretion, change or modify these Terms at any time.

### **Contacting Us**

If you have any other questions or concerns regarding these Terms, please contact us as follows:

Email: [info@myrxvalet.com](mailto:info@myrxvalet.com)

Or by Phone at: [1-855-798-2538](tel:1-855-798-2538)



# Rx Valet Program Privacy Policy

Last Updated on May 17, 2018

This prescription and/or pharmaceutical discount card program ("**Card**") and related services (the "**Services**") are made available to you by Rx Valet, a Delaware limited liability company ("RX VALET", "**we**", "**us**", and "**our**"). This Privacy Policy describes our policies on the collection, use, and disclosure of information about you in connection with your use of the Services, which may occur via the associated website, [www.pharmacysavercard.com](http://www.pharmacysavercard.com) ("**Website**"), or our mobile application ("**Application**"). When you use the Website, Application or any component of the Services, you consent to our collection, use, and disclosure of information about you as described in this Privacy Policy. If you do not consent to the collection, use and disclosure of your information as set forth below, you may not access or use the Website, Application or Services. Any capitalized term not defined in this Privacy Policy has the meaning given that term in the Terms of Service.

## Modifications to this Privacy Policy

We may, at our sole discretion, revise this Privacy Policy from time to time. The most current version of the Privacy Policy will be made available to you on the Website and will be linked to from within the Application. We encourage you to periodically review this Privacy Policy. If we make material changes to this Privacy Policy, we will notify you on the Website or within the Application or both by posting a conspicuous notice on the Services or by otherwise sending you a notification prior to the effective date of the changes. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy. If you do not agree to the revised Privacy Policy, you may terminate your account as set forth in the Terms of Service.

## International Users

RX VALET is based in the United States and the Services are hosted in the United States. If you are accessing the Services from outside the United States, by providing your information to RX VALET and using the Services, you hereby consent to the transfer of your information to the United States for processing, storage and maintenance in accordance with this Privacy Policy and our Terms of Service. You are also consenting to the application of United States law in all matters concerning the Services.

## Information We Collect and Your Choices on How We Use It

You may download the Application, visit the Website, and obtain and use the basic discount Card without providing us any personally identifiable information, although we will collect non-personally identifiable information regarding your visit as set forth below. In order to access and use certain additional features of the Services, we require you to provide us with certain information to create an Account as contemplated in the Terms of Service.

### We collect and use the following information:

**Account Information:** If you register to create an Account, we require you to submit your first name, last name, email, phone number, and state. We will also collect any other information that you choose to submit in connection with your Account, which may include your gender and address, as well as your prescription and medication information. We will use your Account to communicate with you and you can access information associated with your Account and the communications settings for your Account within the Settings and User Profile pages of the Services or by emailing [info@myRxValet.com](mailto:info@myRxValet.com). You cannot opt out of receiving communications from RX VALET that are administrative or legal notices related to your Account, the Website, the Application or the Services.

**User Activity:** We (or our third-party vendors on our behalf) may collect information about your use of the Services, such as your user activity, the pages you view and the date, time and duration of your activity.

**General Internet Information:** We also may collect and store information that your computer or mobile device provides to us in connection with your use of the Services, Website and Application, such as your browser type, type of computer or mobile device, browser language, IP address, mobile carrier, unique device identifier (e.g. Google Advertising ID (GAID), Android ID, ID for Advertisers (IDFA), ID for Vendors (IDFV), MAC address, International Mobile Equipment Identity (IMEI), or other device IDs), location, requested and referring URLs, and other information about your device(s), operating system, and the state or country from which you accessed the services. We use this information for marketing purposes and to understand how you interact with the Services.

**Location Information:** In order to enhance your user experience and increase the usefulness of the Services, with your consent, we may access your location. RX VALET will only access your location while you are using the Application or the Website and provided you have opted in to activate this feature. You may choose to allow RX VALET to access your location by granting the Application or the Website, as applicable, access to your device's location when prompted or through your device's location services settings. You may also provide us with a zip code when using the Website.

RX VALET uses the Google Places API(s) for location searches and as a result is using the Google Maps/Google Earth API(s). Pursuant to the Google Maps/Google Earth APIs Terms of Service, use of this location feature is also subject to the Google privacy policy, which can be found at <https://policies.google.com/privacy>, and is incorporated with this reference.

**Cookies:** Cookies are small data files that consist of unique identifiers and reside on your computer, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of the Services via the Website, such as your browser type, search preferences and the date and time of your use. Cookies may be persistent or stored only during an individual session and may serve the following purposes:

- To prevent fraud, protect your data from unauthorized parties, and comply with legal requirements. For example, we use cookies to determine if you are logged in to the Services or not.
- To remember information about how you prefer the Services to behave and look. For example, we use cookies that tell us whether or not you have declined to allow us to use location information.
- To make the Services work in the way you expect it to. For example, we may use a cookie to tell us whether you have already signed up for the Services.
- To help us understand how visitors use the Services. For example, we employ analytics that use cookies to identify which type of device and operating system version you are using to access the Services and how that may affect your user experience.
- To allow notice of information or options that we think could improve your use of the Services. For example, we may use a cookie to allow us to stop showing you the sign-up screen if you have already signed in.
- To gain information about your online activities in order to provide you online ads and other marketing materials as set forth below.

**Managing Cookies:** It may be possible to disable some (but not all) cookies through your device or browser settings, but doing so may affect your ability to use the Services and your preference settings may not be saved. The method for disabling cookies may vary by device and browser, but can usually be found in preferences or security settings.

**Ad Networks:** We use third party ad networks (called third-party ad servers or network advertisers, including but not limited to Google) to deliver ads to you on our behalf. These third party ad networks may place their cookies, web beacons or other technology on the Website or the Application or in your browser to collect non-personally identifiable information about you when you visit this Website or use this Application (such as browser type, time and date, browsing or transaction activity, subject of advertisements clicked or scrolled

over, or a platform-provided identifier during your visits to this and other websites) to enable those third party ad networks to deliver to you advertisements on third party websites and mobile applications for our products or services or those of third parties that are likely to be of greater interest to you. For example, Google uses the Doubleclick cookie to enable it and its partners to serve ads to you based on your visit to our Website and/or other sites on the Internet.

We encourage you to view the privacy policy of advertisers and ad services to learn more about their cookies and other technologies. To learn more about interest-based advertising, or to opt-out, you can visit <http://www.networkadvertising.org/>.

If you do not want to receive those kinds of advertisements, look for the "Ad Choices" icon in the advertisements, which will contain a link to the privacy policy of the ad network that will provide you with information on how to opt-out of receiving such targeted advertising.

**You can also visit the website <http://www.aboutads.info> to change your consumer preferences with respect to certain online ads and to obtain further information about third party ad networks and online behavioral advertising.**

**Website Analytics:** Like many websites, our Website uses Google Analytics to collect information about your use of our Website. This information consists of information that your web browser automatically sends to Google, such as the web address of the page that you visit and your IP address. Google may also set cookies or read preexisting cookies. This information is stored on Google's servers. Google uses this information to provide us with reports about traffic to our website and your visit to our website (such as the domain from which you access the internet, the web address of the website from which you linked to our site, the time and date of your visit to the web pages that you view and click through). We will use this data to improve our website structure and content.

Google may also use this data in accordance with their Privacy Policy, which can be found at <https://policies.google.com/privacy>. **For more detailed information on how Google uses your data through our Site, please visit <https://policies.google.com/technologies/partner-sites>.**

You may opt-out of our use of Google Analytics by visiting the [Google Analytics opt-out page](#) and installing the Google Analytics browser add-on, currently made available by Google at <https://tools.google.com/dlpage/gaoptout>.

**Google Analytics Advertising Features:** We have also enabled the following Google Analytics Advertising Features: Google Display Network Impression Reporting, Remarketing with Google Analytics and Google Analytics Demographics and Interest Reporting. The Google Display Network Impression Reporting uses the Google Analytics cookie to track our ad impressions and your interactions with those impressions, including the effectiveness of those ads, which generates reports for us to help us analyze our advertisements. Remarketing with Google Analytics uses the Google Analytics cookie to serve advertisements to you across the Internet based on your visit to our Web Site. Google Analytics Demographics and Interest Reporting uses a third party cookie to collect information about our website traffic by tracking users across websites and across time, which generates a report for us to better understand our website users.

We also use the Google AdWords service to serve ads on our behalf across the Internet and sometimes on this Website. Google uses cookies (or other similar identifiers) to collect anonymous information about your visits to our Website and your interaction with our products and services to generate targeted advertisements to you on other sites that you visit across the Internet.

If you do not want Google to collect and use this information you may visit the Google Ad Settings page (<https://www.google.com/safetycenter/tools/#manage-your-ads-preferences>) or you can also visit the website <http://www.networkadvertising.org/choices> as referenced above to change your consumer preferences with respect to certain online ads and to obtain further information about third party ad networks and online behavioral advertising. For the Google Analytics Advertising Features, you may also opt-out of our

use of Google Analytics as described above. Please remember that changing your settings with certain browsers and ad networks will not carry your privacy choices across browsers and other ad networks.

**Audience Measurement:** We use third party tools for audience measurement on the Application and the Website. We currently use Quantcast for this purpose, which collects anonymous information about our users to help us measure the usage of our Application and Website to better understand our users. Quantcast also uses some of the data to serve interest based ads. A full description of Quantcast's interest based advertising and other data collection and use practices can be found in its Privacy Policy, <https://www.quantcast.com/privacy/>. If you would like to learn more about Quantcast's interest based advertising or to opt out of the applicable data collection, you can visit Quantcast at <https://www.quantcast.com/opt-out/>.

**Attribution Analytics:** We may use TUNE Marketing Console ("TMC") to track attribution and advertising analytics on the Application. TMC tracks device identifiers and IP addresses on our behalf, which may also be used for marketing purposes as described elsewhere in this Privacy Policy and in the TMC Privacy Policy, located at <https://www.tune.com/resources/data-and-privacy/privacy-policies/tmc-privacy-policy>. You may choose to opt out of our use of the TMC at <https://www.optoutmobile.com>.

**Social Media:** The Services may allow you to connect and share information with Facebook. This feature may require us to implement cookies, plug-ins, and APIs provided by such social media platform to facilitate the communication. We may share information that you provide us or that we may collect about your use of the Application or Website with Facebook, which information becomes subject to [Facebook's Data Policy](#).

In addition, by choosing to use any third party social media platform or choosing to share content or communications with any social media platform, you allow us to share information with the designated social media platform. RX VALET cannot control any policies or terms of such third party platform. As a result, we cannot be responsible for any use of your information or content by a third party platform, which you use at your own risk.

If you do not wish a social media platform to collect information relating to you via the Services, we suggest that you: (a) do not connect to or share information with that social media platform using the Services; (b) hide social media platform plug-ins using an ad blocker; (c) always log off completely from the social media platform before visiting other websites and delete all related cookies; and, (d) where the option made available by the social media platform, disable the advertising services and networks operated by that platform.

**Online Health Initiative Survey:** We may collect survey information from time to time. We may use all of the survey information that we collect for our internal business purposes. We may also aggregate and anonymize any survey information and license and distribute the same.

In addition to the purposes set forth above, we use the information we collect for the purpose for which it was provided (for example, to fulfill your requests) and to provide the Services, improve the performance and quality of the Application and Website, personalize your experience, track usage of the Services, provide feedback on the Services, provide customer support, communicate with you about your Account and use of the Services, back up our systems and allow for disaster recovery, enhance the security of the Services, and comply with our legal obligations.

## **How We Use and Share Collected Information**

In addition to the uses and sharing described above, RX VALET and its suppliers may use and share collected information as described below. We do not use, sell, rent, or otherwise disclose collected information except as stated in this Privacy Policy and as permitted by applicable law.

**Purpose Collected & Communication With You:** We will use and share your personal information and other collected information for the purpose for which it was collected, for example, to process your requests for information and services, to administer RX VALET business activities, to process and communicate with you

in connection with your account, and to provide you with information and communications that you request. For example, if you enter information using our healthy eating and wellness selections feature, we will use that information to generate selections for you. We may use collected information to notify you of changes made to the Website or Application (for example, changes to this Privacy Policy), to provide you with promotional materials and to otherwise market products and services to you.

**Evaluation and Improvement of Our Services.** We may use and disclose collected information: to analyze, develop, and improve the content, materials, products, and services that we make available (including the Services, Website, and Application); to inform marketing and communication plans and strategies; to understand Website and Application demographics and user preferences; and to evaluate Website and Application user needs and customize Website and Application content, promotional emails, and users' browsing experience.

**Aggregate Information:** We may also aggregate personal information and other collected information to create aggregate data on Website and Application users that describes users as a group but does not reveal the identity of individual users. We may use aggregate data to understand Website and Application users' needs, to determine Website and Application user demographics and usage patterns, to determine what kinds of products and services we can provide, and to improve and enrich our products and services, including the Services, Website, and Application. We may share user information in the aggregate with third-party advertisers and content distributors for our own marketing purposes. For example, we may disclose the number of users that use the Services, how they use the Services and basic non-personal demographic data. We will not share with third parties your personal information in a manner that identifies you for any direct marketing purposes by such third parties nor sell information that could be used to identify you as an individual.

**Investigations:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure is (a) reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (b) helpful to prevent, investigate, or identify possible wrongdoing in connection with the Services; or (c) protect our rights, reputation, property, or that of our users, affiliates, or the public.

**Our Suppliers:** We contract with a number of service providers and vendors that will have access to your information as necessary to provide the Services, Application or Website. These service providers and vendors may include but are not limited to our third-party marketing and ad agencies, our information technology vendors, and our customer service call center vendors. Information shared may include but is not limited to your personally identifiable information, the analytics tools discussed above and other analytic tools used to report information to us should we experience technical issues with the Application, Website or the Services or for various other purposes related to providing the Application, Website or the Services. Our service providers may also aggregate the information they receive for their own internal analysis and purposes and for inclusion in general databases regarding consumer behavior and trends as described above. For information on interest based advertisements that are specifically targeted to you, you may opt out of individual ad networks as set forth above.

**Sale or Transfer of Business or Assets:** If we are sold or disposed of as a going concern, whether by merger, reorganization, sale of assets or otherwise, or in the event of an insolvency, bankruptcy or receivership, any and all personally identifiable information, including your Account information may be one of the assets sold or merged in connection with that transaction. Information about you may also need to be disclosed in connection with a commercial transaction where we or any one of our businesses are seeking financing, investment, support, or funding. In such transactions, personal information will be subject to the promises made in any pre-existing Privacy Policy in effect when the information was obtained.

**Do Not Track**

We will automatically collect cookies and other non-personally identifying information when you visit the Website or use the Application. Due to this automatic collection, we do not currently honor "do not track" requests. We currently participate in third party ad networks and use third party cookies as discussed above to track your visits across websites.

### **Data Retention and Account Termination**

You can close your account by emailing us at [info@myrxvalet.com](mailto:info@myrxvalet.com). We will remove your Account from active status, but we may retain information about you for the purposes authorized under this Privacy Policy unless otherwise prohibited by law.

### **Links**

The Services may contain links to unaffiliated third party websites. We have no responsibility or liability for such third party websites and do not endorse the same. Except as described in this Privacy Policy, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on all third party applications, websites or services that you visit or use.

### **Children**

The Services are not directed or intended for children under 13 years of age. We do not knowingly collect personal information from children under 13.

### **Security**

Your privacy and the security of your information is very important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it, including two-factor authentication for access to your Account and SSL encryption for data transmission. However, no method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

### **Contacting Us**

If you have any other questions or concerns regarding this Privacy Policy, please contact us as follows:

Email: [info@myrxvalet.com](mailto:info@myrxvalet.com)

Or by Phone at: [1-855-798-2538](tel:1-855-798-2538)