



# TERMS AND CONDITIONS

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When you use Alnounce Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications (including emails, texts, mobile push notifications, or notices and messages on this Web site or through other Alnounce Services) by or on behalf of Alnounce to any email address, phone number, or mobile device associated with your account or otherwise directly or indirectly provided to Alnounce. You can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. These communications may include personal information about your prescriptions, treatment, or benefits, and, in connection with such communications, we may use pre-recorded/artificial voice messages and/or automatic dialing devices. If you choose to share access to your mobile phone, carrier account, email, or Alnounce account with others those individuals might also be able to see this information. Our Notice of Privacy Practices provides more information on how you may receive communications from us.

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## Multiple Facilities

Alnounce has multiple facilities as part of its pharmacy network under common ownership. Your prescription may be processed and medication order filled at any site in compliance with pharmacy regulations. The dispensing pharmacy will always be identified on the prescription label. All Alnounce pharmacy locations can be found in our Service Guide.

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## Disputes

Any dispute or claim relating in any way to your use of any Alnounce Service, or to any products or services sold or distributed by Alnounce or through Alnounce.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Alnounce will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## Applicable Law

By using any Alnounce Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Alnounce.

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Please review our other policies, such as our Service Guide posted on this site. These policies also govern your use of Alnounce Services. Alnounce reserves the right to make changes to our web site, policies, and these Terms of Use at any time.

## Severability, Waiver, and Entire Agreement

If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term. Alnounce s failure to insist upon strict performance of any provision of these Terms of Use and policies will not be construed as an implicit waiver of any provision or right.

These Terms of Use and policies constitute the entire agreement between you and Alnounce governing your use of the Alnounce Services.

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Alnounce respects the intellectual property of others. If you have a copyright concern, please follow our Notice and Procedure for Making Claims of Copyright Infringement

#### Questions or Additional Information

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