

# SCRIPTALIGN CONCIERGE SERVICES TERMS AND CONDITIONS

## BACKGROUND

1. PMC Pharmacy provides ScriptAlign Concierge Services for its Members for a Fee.
2. PMC Pharmacy does not accept insurance for the ScriptAlign Concierge Services, and Member understands that Member will be financially responsible for all fees.
3. PMC Pharmacy does not provide medical advice or healthcare services of any kind, and Member understands that Member should consult with a physician and follow physician advice regarding the ScriptAlign Concierge Services.
4. Member has reviewed the Notice of Privacy Practices found at [www.pmcrx.com](http://www.pmcrx.com).

## Definitions

- 1) “**Concierge services**” shall mean the following wherever used herein. :
  - a) Annual Review with a Pharmacist: 45 minute, appointment based, medication and wellness review service. The customer must schedule their annual review in advance.
  - b) Therapeutic Continuity Plan: Each month, PMC Pharmacy will provide a ScriptAlign Medication Box and your medication regime. Unless notified by Member in advance of shipping, each month the Medical Box and medication regime will be exactly as it was in the prior month’s delivery.
  - c) Nurse Navigator Services: PMC Pharmacy will provide a team to ensure that medications are reconciled across all providers about whom PMC Pharmacy is aware. The team will answer questions and work with providers to ensure that prescriptions are issued timely.
  - d) Free Delivery: Members receive up to 3 free medication deliveries per month.
  - e) Online Store Member Discount: Members receive a 10% discount off of all purchase at PMC Pharmacy’s Online Store.
  - f) Custom Adherence Packaging: Prescriptions will be shipped in packaging customized to Member’s daily routine.
  - g) Refill Management: PMC Pharmacy will make every reasonable effort to obtain refills from Member’s healthcare providers.
- 2) “**Conditions and Limitations**”: PMC Pharmacy is not liable for any loss, damage, or injury resulting from the following:
  - a) Member’s failure to seek or follow healthcare provider advice, or failure to comply with prescription directions;
  - b) Member’s failure to follow directions provided by PMC Pharmacy;

- c) Resulting from medical services or advice of any third party;
  - d) Manufacturing defect or prescribing error with regard to the medications provided to Member;
  - e) Delay in obtaining refills or prescriptions for refills unless such delay is a result of gross negligence on the part of PMC Pharmacy;
  - f) Member's failure to provide truthful or accurate information to ScriptAlign; and ,
  - g) ScriptAlign is not responsible for any incidental or consequential damages.
- 3) "Fee" shall mean the following:
- a) Member is responsible for the monthly membership fee less applicable discounts.
  - b) Membership fees are billed to Member's credit card on or about the 1<sup>st</sup> of every month.
  - c) The monthly membership fee is subject to an annual increase at the beginning of each calendar year.
  - d) Membership fees are non- refundable.

**PMC Pharmacy's Responsibilities:**

- 4) Provide the Concierge Services, subject to the Conditions and Limitations.
- 5) Comply with applicable federal and state law regarding confidentiality of Member Information and Records

**Member's Responsibilities:**

- 1) Pay the Fee.
- 2) Provide accurate credit card information to ensure payment of the Fee.
- 3) By signing ScriptAlign Concierge enrollment form, agree to the Conditions and Limitations.
- 4) By signing ScriptAlign Concierge enrollment form agree to Notice of Privacy Practices
- 5) Provide truthful and accurate information to PMC Pharmacy.

**General Terms**

- 1) Enforcement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.