

## Acelpa Health Terms of Use

*These Terms were last updated July 24, 2025.*

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES AS FURTHER DEFINED AND DESCRIBED BELOW. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE OUR SERVICES, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE OUR SERVICES IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.**

Acelpa Health, LLC, its affiliates and subsidiaries, with its corporate headquarters at 12110 Hadley Street, Whittier, CA 90601, United States of America (collectively, "we", "our", or "us") operates websites and all features and services provided in connection therewith, including specialty pharmacy services that help patients address their unique medication needs and challenges by collaborating with healthcare providers, health plans and manufacturers and through programs that educate and engage patients (collectively, "Services"). These Terms of Use, together with any other applicable agreements or other documents as may be expressly incorporated by reference (collectively, "Terms"), govern your access and use of our Services, including any content, functionality, and services as may be offered through our Services as a visitor or registered user ("User", "You", "you", or "your"). Our handling of any information collected or provided through use of our Services is governed by our [Privacy Policy](#). Our Services are controlled and operated from the United States and are subject to United States law.

**DO NOT USE THE SERVICES FOR EMERGENCY OR URGENT MEDICAL MATTERS. FOR ALL URGENT OR EMERGENCY MATTERS THAT USER BELIEVES MAY IMMEDIATELY AFFECT USER'S HEALTH, USER MUST IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM OR URGENT CARE FACILITY.**

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. THESE TERMS GOVERN USER'S USE OF THE SERVICES, AND AFFECT USER'S LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL USER CEASES USING THE SERVICES OR ACELPA HEALTH TERMINATES USER'S RIGHT TO USE THE SERVICES. USER MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO ACCESS AND USE THE SERVICES. BY ACCESSING OR USING ANY PART OF THE SERVICES, USER AGREES THAT USER HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO BE SO BOUND, PLEASE DO NOT ACCESS OR USE THE SERVICES.

Acelpa Health reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. User is responsible for checking these Terms periodically for changes. User's continued use of the Services means that User agrees to any new or modified provisions of these Terms posted on the Services.

## 1. Access and Use of the Services

A. Upon acceptance of these Terms, and subject to the terms and conditions of these Terms, Acelpa Health hereby grants User a limited, revocable, personal, non-exclusive, non-transferable right during the term of these Terms to access and use the Services for User's personal use.

B. To the extent that User provides any information, including but not limited to personal information, to Acelpa Health or its representatives, User warrants that (1) User is providing or obtaining only User's own information or the information of others which User is authorized to provide to third parties and/or obtain from third parties on their behalf; and (2) the use of such information by Acelpa Health and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. **USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT USER SUBMITS, PROCESSES OR TRANSMITS ANY PATIENT DATA OR PROTECTED HEALTH INFORMATION ("PHI") AS DEFINED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") IN OR THROUGH THE SERVICES, USER HAS OBTAINED ALL NECESSARY PERMISSIONS, CONSENTS, LICENSES, AND AUTHORIZATIONS NECESSARY TO TRANSMIT, UPLOAD, AND OR/USE THE PATIENT DATA AND/OR PHI IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER OR OTHERWISE IN CONNECTION WITH THESE TERMS. OUR HANDLING OF ANY PHI COLLECTED OR PROVIDED THROUGH USE OF OUR PORTAL IS GOVERNED BY OUR [HIPAA NOTICE OF PRIVACY PRACTICES](#).** User understands and agrees that Acelpa Health will store or otherwise retain patient data and other PHI provided by User and that Acelpa Health and the Services will be acting as a conduit for any such information received under these Terms. User acknowledges and agrees that the Internet is inherently insecure and that patient data and/or PHI transmitted in connection with the Services or these Terms may be subject to interception by an unauthorized third party.

C. Acelpa Health will employ the use of third party services for the purpose of facilitating Services use. By submitting User's information, User grants Acelpa Health the right to provide the information to these third parties subject to Acelpa Health's [Privacy Policy](#). Acelpa Health reserves the right to refuse or cancel User's access to the Services at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in User's order, error in User's information, or other reasons. Acelpa Health reserves the right to refuse or cancel User's access to the Services if fraud or an unauthorized or illegal transaction is suspected.

D. Acelpa Health may use email, phone calls, and text notifications to communicate with User on a recurring basis. By providing User's email address and/or phone number, User consents and gives permission to be contacted at such email address and/or phone number by Acelpa Health and its partners. In addition, by enabling phone call and text notifications through the Services, User consents and gives permission to receive such notifications by Acelpa Health and its partners. User certifies that User has provided User's own contact information. Text notifications will be governed by Acelpa Health's [Mobile Text Program Terms](#).

E. Acelpa Health will use commercially reasonable efforts to provide access to the Services 24 hours a day, 7 days a week, except in the case of limited necessary maintenance periods, natural disasters, or events beyond Acelpa Health's control and subject to any breakdowns or maintenance operations required to ensure the smooth operation of the Services. Acelpa Health will not be liable for any failures or deficiencies in the performance of the Services by reason of maintenance, breakdown, or any event beyond Acelpa Health's control, including without limitation natural disasters, internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

F. User acknowledges that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Acelpa Health shall not be liable for any such errors, omissions, delays, or losses. User understands and agrees that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to computer systems, networks, and any and all information stored therein. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Acelpa Health shall not be responsible for any adverse consequences whatsoever of User's connection to or use of the Internet, and shall not be responsible for any use by User of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

G. Your use of the third party payment processor is subject to the third party payment processor privacy policy and terms and conditions, and in no event shall Acelpa Health be responsible for the acts or omissions of such third party payment processor. Acelpa Health reserves the right to refuse or cancel User's Services or Services access if fraud or an unauthorized or illegal transaction is suspected.

H. User's rights under these Terms will terminate automatically without notice from Acelpa Health if User fails to comply with these Terms, or Acelpa Health terminates User's access. Upon termination, User shall immediately cease all use of the Services. Acelpa Health reserves the right to terminate User's access to any or all aspects of the Services or to discontinue any aspect of the Services at any time for any reason whatsoever without notice to User.

## **2. Minor Patient Access**

**To use the Services, User must be eighteen (18) years of age or older or an emancipated minor.**

## **3. Restrictions**

User may only use the Services for lawful purposes. User agrees that User will not: (A) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Acelpa Health or any third party; (B) abuse, defame, harass, or stalk any individual or other user of

the Services; (C) interfere or attempt to interfere with, or damage or attempt to damage, the Services or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks, flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (D) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Services, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services; (E) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, Acelpa Health, create or use a false identity, or attempt to use another user's identity; (F) attempt to obtain unauthorized access to the Services; (G) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitor to the Services without their express consent; (H) use any meta tags or any other hidden text utilizing the Acelpa Health name, service marks, trademarks, or product or service names; (I) advertise, offer to sell, or sell any goods or services set forth in the Services or otherwise use the Services to solicit other users, except as expressly permitted by Acelpa Health; (J) engage in any activity that interferes with any third party's ability to use or enjoy the Services; (K) probe, scan, or test the vulnerability of the Services or any network connected thereto, or breach the security or authentication measures on the Services or any network connected thereto; (L) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Acelpa Health's systems or networks, or any systems or networks connected thereto; or (M) assist any third party in engaging in any activity prohibited by these Terms.

#### **4. Intellectual Property**

A. The Services, and all intellectual property, trademarks, service marks, information, data, software and other materials made available to User in connection with these Terms, together with the design of the Services, and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Acelpa Health and its licensors, and are available to User solely for purposes of User's use of and access to the Services in accordance with these Terms. The Content is owned by or licensed to Acelpa Health and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of Acelpa Health and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to User any right, title, or interest in or to any Content.

B. By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to Acelpa Health with respect to our Services or services as may be offered

by Acelpa Health (collectively, "Feedback"); you agree that such Feedback shall be deemed, and shall remain, Acelpa Health's property. Feedback shall not be subject to any obligation of confidentiality on Acelpa Health's part and Acelpa Health shall not be liable for any use or disclosure of any Feedback. Acelpa Health shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use any Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

## **5. Compliance with Laws; Privacy**

A. Acelpa Health will treat any information it collects or receives from User through the Services in accordance with its [Privacy Policy](#) (the "Privacy Policy"), which is incorporated by reference. Please review the Privacy Policy before using the Services. If User is unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Services.

## **6. Communications with Users; Links to Third Parties**

A. Acelpa Health, through the Services or the contact information User has provided, may contact User regarding certain offers or products of Acelpa Health or other of its partners that Acelpa Health believes may be beneficial to User. User understands and agrees that Acelpa Health may contact User in this manner. User may decide to authorize Acelpa Health to act in this manner by accepting such terms in the process of signing up for the Services. User will also have the authority to opt out of such use at any time by contacting Acelpa Health.

B. The Services also may contain links to the websites of Acelpa Health partners, advertisers, or unrelated third party companies ("Linked Sites"). Acelpa Health does not own and has no control over the Linked Sites and therefore assumes no responsibility and makes no warranties or representations with respect to the availability of these websites, their content, advertising material, and the products or services available at or through the Linked Sites. Acelpa Health does not endorse any Linked Site, is not bound by the terms and conditions, if any, of such Linked Sites, and the existence of a Linked Site does not mean that Acelpa Health has any affiliation, connections, endorsement, or sponsorship of such websites or their owners or operators. Acelpa Health accepts no liability for any direct or indirect damage that may result from User's visit to a Linked Site, or from User's use of the contents, products, or services of these websites or their owners or operators. Users acknowledges and agrees that Acelpa Health shall not be responsible or liable for the content or conduct of, associated with, or related to any Linked Site, and, accordingly, User's access and use of any Linked Site shall be solely at User's own risk. If User has any questions or concerns regarding any Linked Site, User should review any terms and conditions and privacy policy maintained by that Linked Site or should contact the applicable party or their website administrator.

## **7. Disclaimers**

USER AGREES THAT USER'S USE OF THE SERVICES SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ACELPA HEALTH, ITS SUPPLIERS, AND THEIR OFFICERS,

DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, CONTENT, AND USER'S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS, TITLE AND NON-INFRINGEMENT. THE SERVICES AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. ACELPA HEALTH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE SERVICES OR CONTENT, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF ACELPA HEALTH'S OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY TRANSMISSION TO OR FROM THE SERVICES, AND/OR (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES THROUGH THE ACTIONS OF ANY THIRD PARTY. NEITHER ACELPA HEALTH NOR ANY OF ITS SUPPLIERS WARRANT THAT (1) THE SERVICES OR CONTENT WILL MEET USER'S REQUIREMENTS, (2) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR (3) THE SERVICES OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED.

Acelpa Health does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses, or other information that may be mentioned on the Services. User's reliance upon any information obtained or used by User is solely at User's own risk. Acelpa Health is not responsible for the accuracy of any information or content provided or sent by User or other users of the Services. User is responsible for verifying the accuracy of any information User sends or receives through the Services, including User Data or any of User's information, data, or records. Acelpa Health is not responsible for communication malfunctions, failures, or lost, stolen, or otherwise misdirected, transmissions, messages or entries, or the security of any such communications. **IF USER HAS AN EMERGENCY, DO NOT USE THE SERVICES TO CONTACT USER'S PHYSICIAN – USER SHOULD CALL 911 AND REQUEST EMERGENCY CARE ASSISTANCE.**

## **8. Limitation of Liability**

IN NO EVENT SHALL ACELPA HEALTH, ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (A) ERRORS, MISTAKES, OR INACCURACIES IN THE SERVICES, (B) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES, (D) ANY TRANSMISSION TO OR FROM THE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES, (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE

OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, AND/OR (G) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACELPA HEALTH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND ACELPA HEALTH, OR ONE OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER TO ACELPA HEALTH (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

IF USER IS A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO USER.

Any claim or cause of action arising out of or related to User's use of the Services, these Terms, or User's use of Content made available through or on the Services must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

## **9. Indemnity**

User agrees to defend, indemnify, and hold Acelpa Health, its suppliers, and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to User's use of the Services, and User covenants not to sue Acelpa Health for any injuries to User or User's property arising out of or related to User's use of the Services.

## **10. Disputes; Governing Law and Jurisdiction**

These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between User and Acelpa Health that relates to or arises in whole or in part from these Terms shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, CA, provided, that User hereby agrees that any dispute arising out of or relating in any way to these Terms or User's use of the Services or



any information, materials or services User obtains from Acelpa Health requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Los Angeles County, CA, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms.

BECAUSE THE USE OF THE SERVICES REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (A) to the exclusive jurisdiction of the state or federal courts located in Los Angeles County, CA for any action (1) to compel arbitration, (2) to enforce any award of the arbitrators, (3) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (4) to enforce Acelpa Health's intellectual property rights under these Terms, and (B) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Los Angeles County, CA.

## **11. Miscellaneous**

Acelpa Health may assign its rights and duties under these Terms without notice to User. User may not assign these Terms without the prior written consent of Acelpa Health, and any assignment in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Acelpa Health's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by Acelpa Health, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior





understandings and agreements, whether written or oral, as to such subject matter. Any rights not expressly granted herein are reserved to Acelpa Health.

## **12. Contact Information**

If User has any questions about these Terms, Acelpa Health's practices, or User's dealings with the Services, please contact us at:

**Email:** [privacy@acelpahealth.com](mailto:privacy@acelpahealth.com)

**Mail:** 12110 Hadley Street, Whittier, CA 90601

**Attn:** Corporate Compliance

**Phone:** (877) 602-7779