



Terms and Conditions

Last Modified: November 7th, 2023

The following Terms of Use ("Agreement") govern your use of the software, services, and websites (collectively referred to as the "Services") provided by PontRx ("we," "us," "our," or "PontRx").

1. ACCEPTANCE OF TERMS

By accessing and using our Services, you agree to be bound by these Terms of Use, our Privacy Policy, and any additional terms applicable to certain programs in which you may elect to participate. If you do not agree to these Terms, you must not use our Services.

2. PURPOSE OF SERVICES

Our Services allow healthcare providers to integrate their health systems, utilize prescription data for patient prescriptions, and communicate discount information to patients. Information shared may include, discounts, alternative treatment options, drug information, and reminders to encourage adherence to treatment plans.

3. ELIGIBILITY

The Services are intended for use by individuals 18 years of age and older. If you are under 18, you may use the Services only with the involvement and permission of a parent or guardian. Additionally, beneficiaries or users of Medicaid, Medicare, or any other government-funded health programs are not eligible to use our Services. Any violations of this provision may result in immediate termination of access to the Services.

4. INFORMATION PRIVACY

PontRx is committed to maintaining the privacy and security of the information of all visitors to our Services. For more details about our data collection and usage practices, please review our Privacy Policy.

5. USER OBLIGATIONS

By using our Services, you represent and warrant that all registration information you submit is truthful and accurate, and you will maintain the accuracy of such information.

6. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us in writing. As a user of the Services, you agree not to:

- Download or otherwise retrieve or access content from the Services for the purposes of posting to or distributing such content via any webpage, blog, social media site, or other means, either online or offline.
- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services and/or the content contained therein.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Attempt to impersonate another user or person.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

7. LITIGATION

All disputes arising out of or relating to this Agreement or your use of the Services will be resolved by binding arbitration, rather than in court, except for matters that can be taken to small claims court. This arbitration agreement benefits both you and PontRx, providing a faster, less formal, and less expensive method of resolving disputes. However, both parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

8. MINORS

If you become aware that a minor has provided us with personal information without parental consent, please contact us. If we become aware that a minor has provided us with personal information without parental consent, we take steps to remove such information and terminate the minor's account.

9. MODIFICATIONS TO THIS AGREEMENT

We may revise these Terms of Use at any time and for any reason. The most current version will always be posted on our website.

By using the Pont pharmacy discount (the "Product"), you confirm that you understand and agree to comply with the terms and conditions set forth below, and all other applicable terms and conditions, including the Terms of Use and Privacy Policy (collectively, the "Terms and Conditions"). These Terms and Conditions are between a user of the Product ("you" or "your") and Pont, Inc ("Pont", "we", or "our").

1. THE PRODUCT IS NOT INSURANCE and cannot be combined with any insurance benefit, copay assistance program, or other third-party financial benefits. When you use the Product, you are responsible for the discounted cost of your prescription(s) and/or vaccine(s), and any sales tax or vaccine administration fees that may apply. You agree not to seek reimbursement for any cost incurred using this Product from any commercial or employer sponsored insurance, or any federal or state funded health care program (for instance by submitting a manual claim). You may be able to use a Flexible Savings Account ("FSA") to pay for your prescription when using the Product, depending on the terms of your FSA. Pont does not make payments to pharmacy providers.

2. If you are covered by Medicare, Medicaid, TRICARE, or other state- or federal-funded health care programs, you are not eligible to use the Product on the purchase of featured medications, even if you choose to purchase the prescription outside of your benefit as an uninsured (cash-paying) patient. Additionally, if you are 65 years of age or older, you are restricted from purchasing Arnuity Ellipta, Breo Ellipta, Flovent Diskus, and Flovent HFA. The Product cannot be used to purchase Vascepa for individuals under 18 years of age. Drug names are trademarks of their respective owners.

3. The Product is only available at participating pharmacies. You can check available pharmacies in your area by searching medications by zip code at pass.pontrx.com/medications. Discounts available through the Product will vary depending on pharmacy.

4. Prices shown online or via Pont at a participating pharmacy are subject to change in real time, therefore Pont cannot guarantee that the price you pay at the pharmacy will always be the same as the price displayed in advance of purchase. Sales tax is not included in the price displayed on the Pont website but will be collected by the pharmacy at the time of sale, where applicable.

5. Prices for prescription drugs are based upon the quantity/days' supply of a particular medication, thus your actual pricing at the pharmacy will depend upon the instructions of your prescriber on your specific prescription. The prices displayed online or via Pont for retail pharmacies are generally based upon a 30 days' supply, but the supply duration is dictated by your physician.

6. Prices shown online or via Pont for vaccines are for the vaccine only and do not include the vaccine administration fee charged by the pharmacy for the administration of the vaccine. Vaccine administration fees may vary based upon the pharmacy. You will need to check with your pharmacy to determine the vaccine administrative fee for your preferred vaccine.

7. The Product is not a substitute for a prescription. You must present or have a valid prescription to receive any prescription drugs with the Product.

8. The Product is not a recommendation to use any service or drug. We are not offering advice, or recommending or endorsing any specific prescription drug, pharmacy, or other service or product.

9. Pont does not guarantee that you will be able to obtain any particular pharmaceutical product. The Product cannot be used for certain medications, such as fentanyl patches, transmucosal products, opium/opium tinctures, and methadone . Additionally, use of the Product may be subject to quantity and/or dose limits for certain medications or pharmaceutical products, including short-acting opioids.

10. By using the Product, you agree that Pont may provide aggregated and de-identified information to third parties, including data aggregators and pharmaceutical manufacturers. This may result in revenue to Pont.

11. From time to time, Pont may choose in its sole discretion to modify or remove the Product, including making modifications to these Terms and Conditions. We will note any updates to these Terms and Conditions with a new version number and revision date , or will notify you of changes where required by law . Your use of the Product after these Terms and Conditions have been updated indicates your agreement to and acceptance of the updated version.

12. The Product is administered by Pont Inc, 25 SE 2nd Ave, Suite 550, Miami, FL 33131. For more information about the Product or to file a complaint, e-mail support@pontrx.com. You can also contact your state's Department of Insurance to file a complaint. Contact us if you need assistance with filing such a complaint.

PLEASE NOTE: THIS AGREEMENT IS SUBJECT TO CHANGE AT ANY TIME. BY CONTINUING TO USE THE SERVICES AFTER CHANGES ARE MADE, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

If you have questions or concerns about these Terms of Use, please contact us at support@pontrx.com