

## Community Care Rx Terms of Service

### Introduction

Welcome to Community Care Rx, a dedicated long-term care pharmacy. These Terms of Service ("Terms") govern your use of our specialized pharmacy services, designed to meet the needs of long-term care facilities, skilled nursing facilities, assisted living facilities, and other healthcare organizations involved in providing extended care. By accessing or using our services, you acknowledge and agree to these Terms.

### Specialized Services

CCRx offers comprehensive pharmacy services tailored for long-term care settings, including but not limited to medication management, infusion services, specialty medications, durable medical equipment (DME), diagnostics, nutritional products, and emergency services.

CCRx's services are designed to support the unique requirements of long-term care facilities, ensuring medication safety, adherence, and regulatory compliance.

### Compliance and Regulatory Adherence

CCRx commits to strict adherence to all applicable federal, state, and local laws and regulations governing long-term care pharmacy services, including regulations related to medication dispensing, privacy, and healthcare.

Facilities using our services are responsible for maintaining compliance with all relevant healthcare regulations and standards in their operations.

### Facility and Patient Information

Facilities must ensure that all patient information provided to CCRx is accurate, up-to-date, and complies with applicable privacy laws and regulations, including HIPAA.

CCRx will use this information solely for the purpose of providing pharmacy services and will maintain the confidentiality and security of all patient data.

### Medication Management and Safety

CCRx employs advanced technologies and practices to ensure the safe management and dispensing of medications, including the use of electronic health records (EHRs) and electronic medication administration records (eMARs).

Facilities are required to collaborate with CCRx to ensure accurate medication orders, timely refills, and appropriate medication administration.

## **Emergency Services and After-Hours Support**

CCRx provides 24/7 emergency services and after-hours support to address urgent medication needs and ensure continuous patient care.

## **Training and Support**

CCRx offers training and educational resources to facility staff to enhance pharmacy literacy, medication management skills, and compliance with healthcare standards.

## **Changes and Cancellations**

Policies for medication order changes, cancellations, and returns must comply with regulatory guidelines and CCRx's policies to ensure patient safety and pharmacy efficiency.

## **Limitation of Liability**

To the fullest extent permitted by applicable law, Community Care Rx, its affiliates, officers, directors, employees, agents, suppliers, or licensors (collectively, "CCRx Parties") shall not be liable for any indirect, incidental, special, consequential, punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

(a) Your access to, use of, or inability to access or use the services; (b) Any conduct or content of any third party on, through, or associated with our services; (c) Unauthorized access, use, or alteration of your transmissions or content, even if advised of their possibility; (d) Any errors, omissions, inaccuracies, or other issues in the pharmaceutical services provided, including but not limited to prescription dispensing errors or inaccuracies;

Notwithstanding the foregoing, nothing in this section will serve to limit or exclude CCRx Parties' liability for losses or damages that may not be lawfully limited or excluded by applicable law. In jurisdictions that do not allow the exclusion or limitation of certain damages, CCRx Parties' liability will be limited to the greatest extent permitted by law.

Additionally, Community Care Rx does not disclaim liability for:

- Negligence, gross negligence, willful misconduct, or fraud of CCRx Parties;
- Death or personal injury caused by the negligence of CCRx Parties;
- Any other liability that cannot be excluded or limited by federal or state laws, regulations of any state Department of Health, any state agency, or the Pharmacy Board.

This limitation of liability is a fundamental element of the basis of the bargain between you and CCRx and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract, law) and even if CCRx or its affiliates have been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

## **Dispute Resolution**

In the interest of resolving disputes between you and Community Care Rx in the most expedient and cost-effective manner, you and Community Care Rx agree that every dispute arising in connection with these Terms of Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms, the services, or any aspect of the relationship between you and Community Care Rx, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms.

### *Exceptions*

Notwithstanding the above, we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (a) bring an individual action in small claims court, (b) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (c) seek injunctive relief in a court of law, or (d) to file suit in a court of law to address intellectual property infringement claims.

### *Arbitrator*

Any arbitration between you and Community Care Rx will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms of Service. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Community Care Rx.

## *Notice; Process*

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Community Care Rx's address for Notice is: 131 Sunnyside Blvd, Suite 100, Plainview, NY 11803. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Community Care Rx may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Community Care Rx shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

## *Fees*

If you commence arbitration in accordance with these Terms, Community Care Rx will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in the State of New York or New Jersey, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

## *No Class Actions*

You and Community Care Rx agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Community Care Rx agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## *Modifications to this Arbitration Provision*

If Community Care Rx makes any future change to this arbitration provision, other than a change to Community Care Rx's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Community Care Rx's address for Notice, in which case your account with Community Care Rx will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

## *Enforceability*

If the No Class Actions section is found to be unenforceable or if the entirety of this Dispute Resolution section is found to be un

## **Amendments to Terms**

CCRx reserves the right to amend these Terms at any time to reflect changes in regulations, service offerings, or operational requirements. Facilities will be notified of significant changes in a timely manner.

## **Governing Law**

These Terms are governed by the laws of the state in which CCRx operates, without regard to its conflict of law provisions.