

**Effective: 7/25/24**

## **Brand Direct Health® Pharmacy Terms and Conditions**

### **Welcome to Brand Direct Health® Pharmacy.**

By using the services provided by Brand Direct Health® Pharmacy's website, located at BrandDirectHealth.com (the "site"), or purchasing products from Brand Direct Health® Pharmacy, you are agreeing to the following terms and conditions. The term "you" used throughout refers to the patient and/or the patient's authorized advocate ("AA") if a patient notified BDH of their designated AA. Please read these terms carefully before utilizing the site or making a purchase.

### **Understanding Our Products**

Brand Direct Health® Pharmacy ("BDH," "our," "us," or "we") primarily distributes medical foods designed to manage specific dietary needs associated with various health conditions. A valid prescription from a healthcare provider is required to purchase these products from BDH. These products are manufactured by Alfasigma USA, Inc. Praxis Specialty Pharmacy LLC. d/b/a Brand Direct Health® Pharmacy is Alfasigma USA, Inc's mail order pharmacy provider.

Brand Direct Health® Pharmacy does not provide medical advice. Information on our site or from Brand Direct Health® Pharmacy should not be construed as medical advice and should never take the place of the advice of your healthcare provider. Always consult your healthcare provider for medical advice.

### **Purchasing and Payment**

1. **Product Selection:** When purchasing a product from Brand Direct Health® Pharmacy, you are receiving products developed and manufactured by Alfasigma USA, Inc. By purchasing a product from Brand Direct Health® Pharmacy, you acknowledge on your own behalf or if you are authorized representative for a patient, on behalf of the patient, that you have a valid prescription, and the product is being taken in accordance with instructions provided by a healthcare provider.
2. **Payment Process:** Most purchases are subject to a shipping fee and installment purchases are subject to convenience fees. Information on payment processing under our Automatic Refill Services can be found in our Autofill Terms and Conditions. See the site or contact Brand Direct Health® Pharmacy for information on our fees or payment processing. Payment collection and processing is performed by Brand Direct Health, LLC, a subsidiary of Alfasigma USA, Inc., on behalf of Brand Direct Health® Pharmacy. Electronic transactions will appear as completed by "Brand Direct Health".

### **Cancellation and Refund Policy**

1. **Order Cancellation:** Customers have the right to cancel their current fill order or any upcoming refill orders within 5 business days of the scheduled refill date, provided the order has not yet been shipped.
2. **Returns and Refunds:** If you are dissatisfied with your purchase, please contact Brand Direct Health® Pharmacy at any time. Brand Direct Health® Pharmacy offers a 100% money back guarantee with a full refund if your needs are not met. No return is necessary. Refunds are limited to one refund per person per product and exclude shipping and convenience fees.

## **Privacy Policy**

The privacy of our customers is paramount. The collection and use of personal information are governed by our [Notice of Privacy Practices](#) Policy, and any other Privacy Policy posted to our site, which outlines our practices regarding data protection and confidentiality.

## **Changes to Terms and Conditions**

Brand Direct Health® Pharmacy reserves the right to alter these terms and conditions at any time. Changes will be effective immediately upon posting on our site. We encourage you to review this document periodically to stay informed of any updates.

## **Contact Us**

If you have questions or concerns about these Terms and Conditions, or if you require further information regarding our products or policies, please do not hesitate to contact us at 1-866-331-6440 or you can email: [customerservice@branddirecthealth.com](mailto:customerservice@branddirecthealth.com).

## **Autofill Terms and Conditions**

This section outlines the terms and conditions on which BDH will supply product to you via our Automatic Refill Services (“Autofill”), as may be required by law including California Code of Regulations 16 CCR § 1717.5.

### **1. YOUR STATUS**

By placing an order through Brand Direct Health® Pharmacy, you warrant that:

- 1.1 you are legally capable of entering into binding contracts;
- 1.2 you are at least 18 years old; and
- 1.3 you have a mailing address in the United States.

### **2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND BDH**

2.1 During the process of ordering from BDH, you give BDH permission to process future orders of the same product/formulation approximately every 90 days. If you have special prescriber directions to receive a 45-day supply of product, charges will be made approximately every 45 days. BDH will charge the same payment method (1 full payment or 3 monthly installments) and orders will ship to the same address approved by you without having to get a subsequent consent for each order. Enrolling in the Autofill program will allow you to receive communications from BDH when your Autofill order will be processed, charged, and shipped.

2.2 Text message reminders. You may enroll in our text program. Simply text us at 1-866-331-6440. You will receive an opt in text message notifying you of possible text or data charges by your cell phone provider. Respond “YES” to be enrolled. You will then receive a text welcome message. Enrolling in the text program will allow you to receive communications from BDH including text notifications when your Autofill order will be processed, charged, and shipped. If there have been any changes to your credit card, payment option, mailing address, you wish to delay shipment, or you wish to cancel your enrollment in the Autofill program, you may respond to the text program with your changes. Failure to notify BDH of changes may cause delays or lost shipments, cause processing and charging of an unwanted order, etc.

2.3 The Autofill program consists of an initial charge completed at the time of enrollment followed by recurring period charges approximately every 90 days if you selected the full pay option or 30 days if you opted to pay in 3 monthly installments. If you have special prescriber directions to receive a 45-day supply of product, charges will be made approximately every 45 days. You acknowledge that your subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation. BDH may submit periodic charges (e.g., monthly) without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before BDH reasonably could act.

2.4 By enrolling in the Autofill program you also grant BDH permission to contact your prescriber of record to receive new prescriptions when your prescription expires or if you run out of refills. This will help ensure that the patient always has refills available. This process will begin a few weeks prior to your next refill due date. If BDH is unable to reach your prescriber, or if your prescriber has denied the request for a new prescription for any reason, BDH will be unable to automatically process your order and will attempt to notify you for assistance.

2.5 By enrolling in the Autofill program you agree to pay recurring periodic charges for an indefinite time until cancelled by you. If a payment does not process successfully, BDH will be unable to ship your order until updated payment information has been received. BDH will make several attempts to contact you to collect updated payment information. You can cancel your subscription at any time. You will not be charged for any cancellation. You can re-subscribe at any time following your cancellation.

2.6 Autofill Program Cancellations. If you wish to cancel (disable) the Autofill program, you must cancel 5 business days before your next refill due date in order to avoid being charged and shipped an additional product. To terminate your authorization, cancel the Autofill program, change your mailing address, or change your payment method, Please call 1-866-331-6440 or you can email: [customerservice@branddirecthealth.com](mailto:customerservice@branddirecthealth.com).

2.7 BDH reserves the right, at our absolute discretion, not to renew your subscription at any time without giving any reason for the decision.

### **3. PRICE AND PAYMENT**

3.1 A receipt will be included in the packaging.

3.2 Product prices and delivery charges are liable to change at any time, BDH will attempt to communicate any changes in pricing via email, letter, call, or text (if enrolled).

3.3 We accept all major debit cards, credit cards, FSA/HSA cards, and recurring electronic transfers.

#### **4. REFUND POLICY**

4.1 BDH will provide a refund on your Autofill order in the same method and to the same card in which the transaction was made if you report the cancellation at least 5 business day prior to the shipping date via call or text to 1-866-331-6440 or email the request for cancellation to [customerservice@branddirecthealth.com](mailto:customerservice@branddirecthealth.com).

#### **5. WARRANTY**

We warrant to you that any product purchased from us, on delivery, conforms with its description, and is of satisfactory quality.

#### **6. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail, phone call, text or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **7. NOTICES**

All notices given by you to us must be emailed to Brand Direct Health® Pharmacy at [customerservice@branddirecthealth.com](mailto:customerservice@branddirecthealth.com) or by calling 1-866-331-6440. We may give notice to you either via e-mail, postal address, or phone number (either call or text) that you provide to us when enrolling in the Autofill program. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail or text is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **8. EVENTS OUTSIDE OUR CONTROL**

8.1 BDH will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (“Force Majeure Event”).

8.2 A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

8.2.1 Strikes, lockouts or other industrial action;

8.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

8.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

8.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

8.2.5 Impossibility of the use of public or private telecommunications networks; and

8.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

8.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **9. SEVERABILITY**

9.1 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **10. ENTIRE AUTOFILL PROGRAM AGREEMENT**

10.1 These terms and conditions, and any document expressly referred to in them, constitute the whole agreement between BDH and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter (the “contract”).

10.2 Both parties acknowledge that, in entering into this contract, neither has relied on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions, or the documents referred to in them.

10.3 Both parties agree that BDH’s only liability with respect to the representations and warranties that are set out in this contract (whether made innocently or negligently) will be in breach of contract.

## **11. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

11.1 BDH has the right, at its sole discretion and without notice, to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems’ capabilities.