Text Message Alert Terms & Conditions

Effective Date 10/18/2016

Aetna Rx Home Delivery or one or more of its affiliates offers access to pharmacy and healthcare service messages via recurring SMS (Short Message Service), MMS (Multimedia Message Service) text alerts and email alerts. Enrollment in text alerts requires a member to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. Enrollment in email alerts requires member to provide an email address. By enrolling to receive Aetna Rx Home Delivery text or email alerts, you agree to these terms and conditions, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the service will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment in this Service.

You acknowledge that alerts will be sent to the mobile phone number or email address you provide to Aetna Rx Home Delivery. Such alerts may include limited personal information about your prescriptions, and whoever has access to the mobile phone or carrier account or email address will also be able to see this information. Once you enroll, the frequency of text or email alerts we send to you will vary. You will typically receive alerts when we have information for you about your prescriptions or other healthcare information. Aetna Rx Home Delivery does not impose a separate charge for text alerts; however, your mobile carrier’s message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges. The following carriers are supported: AT&T, Sprint, Boost, Verizon Wireless, U.S. Cellular®, T-Mobile®, Cincinnati Bell, Alltel, Virgin Mobile USA, Cellular South, Unicel, Centennial and nTelos.

You may opt out of Aetna Rx Home Delivery text alerts at any time. To stop receiving text alerts, text STOP to the number upon which you are receiving text alerts. Texting STOP to 54444 (or the number you are receiving Aetna Rx Home Delivery alerts from) will opt you out of any and all future Aetna Rx Home Delivery text messages. After you submit a request to unsubscribe, you will receive one final text alert from Aetna Rx Home Delivery confirming that you will no longer receive text alerts. No additional text alerts will be sent unless you re-activate your enrollment to the text alert program. For questions about text alerts, text the word Help to 54444. Text alerts may come from any one of these short codes and Aetna Rx Home Delivery may change, add or remove short codes as necessary.

The Aetna Rx Home Delivery text alert programs are offered on an “as is” basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. Aetna Rx Home Delivery may change or discontinue any of its text alert programs without notice or liability to you. Aetna Rx Home Delivery and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any Aetna Rx Home Delivery text alert program or from technical failures or delays of any kind. Aetna Rx Home Delivery reserves the right to cease delivery of text alerts to any person at anytime in its sole discretion.

Dispute Resolution

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU, ON THE ONE HAND, AND AETNA RX HOME DELIVERY OR ITS SUPPLIERS OR VENDORS, ON THE OTHER HAND, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT AETNA RX HOME DELIVERY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS
ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available at https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTAGE2021424), as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Aetna Rx Home Delivery will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief, or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of the Agreement will continue to apply and be unaffected by this severability provision.