



MEDIX PHARMACY

New Patient Order Form

PHONE:
1-866-500-6633

FAX:
1-866-335-9270

INTERNET:
www.medixrx.com
Email: info@medixrx.com

4936 Yonge St. Suite 835, Toronto, ON, Canada M2N 6S3

Personal Information

Your Full Name (please print clearly) Male Female

Street Address

City State/Province Country Zip/Postal Code

Phone (Home) Phone (Other)

Email Birthdate (MM/DD/YY)

Best time to be contacted

Height (Feet) (Inches)

Weight (Pounds)

Secondary Contact

Best time to be contacted

Relationship To You Phone Number

Your Physician

Primary Physician's Name

Clinic Name, Street Address

City State/Province Country Zip/Postal Code

Phone Number Ext. Fax Number

Email

Allergies

Do you have any known drug allergies? Yes No

If yes, please enter the drugs you are allergic to:

Medication, OTC, Herbal Products You are Currently Taking

(only list medications you are not ordering)

MEDICATION	DOSAGE	FREQUENCY

Medications

For medication(s) that you wish to order, please enter the quantity, and listed price, as obtained through our website or customer service center. An original prescription from your doctor's office is required (mailed, emailed or called in from your Doctor). **PRICING IN \$US DOLLARS.**

GENERIC OK?	MEDICATION	STRENGTH	QTY	PRICE
FREE to the US and Canada ALL OTHER COUNTRIES \$20.00				SHIPPING:
				TOTAL:

Would you like to receive a call to remind you of future refills? Yes No

Please check if you are placing this order for a pet.

Cat Dog Other (please specify) _____

Pet Name: _____

Payment Options (Please Select One)

① **CREDIT CARD** Visa Mastercard AMEX (Sorry, NO Discover)

Cardholder's Name

Cardholder's Address

City State/Province Country Zip/Postal Code

Credit Card Number Expiry (MM/YY) CVV Code 

NOTE: Not all pharmacies are able to take Credit Cards for payment. You may call ahead to verify, or we will call you if alternate payment needs to be arranged.

② **(ACH) Direct Bank Withdrawal**

I will fax or email a signed, void check to one of the following:
Email info@medixrx.com
Fax 1-866-335-9270

OR

③ **PERSONAL CHECK**

I will mail a written personal check to:
Medix Pharmacy,
4936 Yonge St. Suite 835
Toronto, Ontario, Canada M2N 6S3

Referral Rewards Program

Save 25% on your first order! Simply share with us who referred you.

Full Name of person who referred you Phone Number

Referrer must be an existing patient with a previous order to qualify

Please send me a Referral Rewards Program package

Visit www.MedixRx.com for more information



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Please use this form to submit your prescription(s), and send it back to us to complete your order.

Full Name _____

Phone Number _____

Order ID:

Option 1: Contact Your Doctor*

Your Physician

Primary Physician's Name _____ Clinic Name, Street Address _____

City _____ State/Province _____ Country _____ Zip/Postal Code _____

Phone Number _____ Ext. _____ Fax Number _____ Email _____

Please list the medications you would like us to call your doctor about.

Drug Name	Strength	Directions	Rx Number

*Contacting your doctor is only available to residents of the United States and Canada.

Option 2 (FASTEST): Email or Fax a copy of your prescription(s) and then mail originals.

Scan or use your camera (smartphone) to take a clear picture of your original prescriptions, then email them in full quality to:

To: info@medixrx.com
Subject: Prescription(s) for (type your name)

OR

Fax: 1-866-335-9270

Sending the scan will allow your order to continue processing. Please mail your original prescription to:

Medix Pharmacy
4936 Yonge St.
Suite 835
Toronto, Ontario
Canada M2N 6S3



MEDIX PHARMACY

New Patient Order Form Agreement

TERMS OF SALE

If you place an order ("Order") with us by email, telephone, fax or other means for any medicines or other pharmaceutical or similar products ("Products"), these terms and conditions ("Terms of Sale") will apply to that Order and the sale of Products to you, if any, resulting from that Order. These Terms of Sale do not apply to online sales conducted online via our Website (separate terms apply). Please read these Terms of Sale carefully before you submit your Order to us – they tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms of Sale, please contact us. To order any Products from us (including as shown on our Website), you will be required to complete, and submit to us, an order form ("Order Form"). It is your responsibility to ensure the Order Form and all other information you provide to us is accurate and complete. You accept that failure to do so (whether intentionally or not) may affect the information and advice we give to you and the Products we supply to you and, as such, may have consequences for which we are not responsible.

ABOUT US AMX Holdings Limited ("MEDIX PHARMACY", "we", "us" and "our") operates the website at www.medixrx.com (our "Website") which is an online pharmacy referral service. To provide our products and services, we contract with licensed pharmacies located in the United Kingdom, Canada, Australia, and New Zealand.

HOW TO CONTACT US You can contact us (a) by email at info@medixrx.com, (b) by phone at 1-866-500-6633, (c) by fax to 1-866-335-9270, (d) by post at 4936 Yonge St. Suite 835, Toronto, ON, Canada M2N 6S3, or (e) via our Website. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order Form.

OUR CONTRACT WITH YOU (a) When we receive an Order for Products (whether or not they require a prescription), we will confirm that we have received the Order by sending a confirmation email to the contact email address that you supplied. On occasion, to ensure quality care, we may need to follow up with you, for example if we determine that we require further information in relation to your Order. When you place an Order for Products which require a prescription, qualified pharmaceutical staff will review your prescription, assess prescription accuracy, and any possible drug interactions and the appropriateness of therapy, before Products can be approved for supply. (b) Professional codes of conduct and legal restrictions may limit the number and frequency of any Product we are permitted to supply to you and, as such, we have no obligation to supply quantities exceeding the relevant permitted maximum and will charge only for those we do supply. (c) We reserve the right to reject any Order. If we are unable to accept your Order, we will inform you of this and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a valid prescription was not provided, because we have identified an error in your prescription, the price or description of the Product or because we are unable to deliver the Product within a reasonable period. (d) Your Order is an offer to purchase a Product. Our acceptance of your Order will take place when we email you to accept it, at which point a contract will come into existence between, and will be binding on, you and us.

CONTROLLED DRUGS AND TEMPERATURE SENSITIVE PRODUCTS (a) The Misuse of Drugs Regulations 2001 (and subsequent amendments) defines the classes of person who are authorised to supply and possess Controlled Drugs while acting in their professional capacities and lays down the conditions under which these activities may be carried out. MEDIX PHARMACY will not dispense or refer Orders to any international pharmacy partners for any Controlled Drugs under any circumstances. This includes Products which are considered Controlled Drugs, or equivalent, in the patient's home country as well as or in addition to the United Kingdom. (b) Please also note that we cannot guarantee that temperature-sensitive Products will at all times be maintained within the required temperature during transit which can result in the loss of efficacy and safety of some pharmaceutical Products and, as such, it is our policy not to supply temperature-sensitive Products under any circumstances.

DISPLAY AND AVAILABILITY OF PRODUCTS Although we make reasonable efforts to update the information on our Website and/or any brochure or other materials we publish ("Materials"), including descriptions of any Product, we make no representations, warranties or guarantees, whether express or implied, that the content in the Materials is accurate, complete or up-to-date. We reserve the right not to supply Products to customers in some countries. Details of the countries to which we do supply Products are available in the Materials although this is illustrative only and is subject to change from time to time, for example due to changes to customs and import regulations. The images of the Products in the Materials are for illustrative purposes only. Products may vary from the images in the Materials and we accept no responsibility for any reliance that you may place on the accuracy of such images. The packaging for the Products may vary from time to time to that shown on images in the Materials. All Products shown in the Materials remain at all times subject to availability. If the Product you have ordered is unavailable, we will notify you as soon as possible and we will refund your payment promptly. MEDIX PHARMACY will use reasonable efforts to supply the Product through our international pharmacy partners in the event that it is unavailable in the United Kingdom.

PROVIDING THE PRODUCTS The costs of delivery will be as displayed to you in the Materials or as otherwise notified to you. During the Order process we will let you know when we will dispatch the Products to you and the expected delivery time together, if appropriate, with any tracking information provided by our delivery service. All Products for delivery by post from the United Kingdom are sent out using Royal Mail's International Tracked & Signed or Royal Mail's International Signed service depending on the delivery service you selected on your Order Form. As appropriate, and also in the case when one of our international pharmacy partners ships an Order, we may use other postal and shipping companies in which case we will notify you of the delivery charges prior to accepting your Order. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received. A Product will be your responsibility from the time we deliver the Product to the address you gave us. If you requested tracked shipping, a signature on delivery will be needed, however it does not need to be your signature for it. It is your responsibility to ensure that the person signing for the Product delivers it to you. In the event that the packaging is opened after delivery, we will have no liability to you for lost or damaged items or for what third parties find out about you as a result. You should check the content of each delivery promptly upon receipt. If you believe that items have been sent to you in error you should contact us immediately.

CANCELLATIONS You can cancel an Order for a Product up until the point when your Product is dispatched. To cancel your Order please either phone or email us at the earliest instance. Once your Product is dispatched, your Order cannot be cancelled.

RETURNS (a) For reasons of safety, we cannot use returned medicines. Nonetheless, we provide a 30-day 'Hassle Free' return policy. In the event that you are not satisfied with your Order and would like to return it, please contact us for a return authorization. Upon receipt of your return, we will credit or refund you for the full amount of the unused medication received. We are only able to process refunds for Orders where you have obtained prior approval by contacting our customer care department (see the paragraph headed "How To Contact Us"). Where a refund has been agreed we may ask you to destroy the Product or return it to us. (b) We hope that you will be happy with any Product that you order from us. However, in the event that you wish to return a Product to us because it is (i) not as described; (ii) not fit for purpose; (iii) damaged or faulty; or (iv) you are not satisfied with it, we will refund the price of the unused portion of the Product in full together with any applicable delivery charges up to USD \$10.00 that you incur in returning the item to us. This right to refund is separate from and in addition to our 'Hassle Free' return policy. (c) We will refund you on the payment method used by you to pay or credit to your account. If the card that you used to pay with expires before the refund is made, please call us to provide your new card details. We will make any refunds due to you within 30 days.

PRICE AND PAYMENT (a) The price of the Product (which includes VAT or equivalent tax) will be the price indicated in the Materials when you placed your Order. If the rate of VAT or equivalent tax changes between the Order date and the date of despatch, we shall adjust the price accordingly. All prices are in US Dollars (US\$) unless expressly stated otherwise. (b) We take all reasonable care to ensure that the prices of our Products are correct but, occasionally, there may be an error or a Product may have been incorrectly priced for other reasons, such as a change in the price charged by our supplier. We will normally check prices before accepting your Order so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you. In providing payment method details, you confirm that you are authorised to use the card or bank account and authorise us, or our payment service provider, to take payment in full for the items in your Order and any associated Product, postage and packaging fees and any other charges that become due to us under these Terms of Sale. Your payment card will not be charged or account debited until we receive a valid prescription for your Order. The issuer of your payment card or your bank may charge you a foreign transaction fee at their discretion which is in addition to the amount charged by MEDIX PHARMACY. Foreign transaction fees are charged by the card issuer/bank and not by MEDIX PHARMACY.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU (a) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes (without limitation) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Products. Nothing in these Terms of Sale affects any rights which you may have under United Kingdom statutes. (b) Subject to the paragraph (a), our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the provision of our Products (and all related services) shall be limited to the amount paid by you in respect of such Products. (c) We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose, which would be a material and serious breach of these Terms of Sale, we will (i) be entitled to immediately cancel, reject, terminate and/repudiate any initial Order and/or subsequent Order received from you, and (ii) have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, or loss of business opportunity. (d) Our Materials are not designed and are not suitable for the treatment and/or management of a medical emergency or any acute condition or condition that would otherwise warrant analysis, diagnosis or treatment in person or where analysis, diagnosis or treatment would be required on an urgent basis. (e) We will take all appropriate technical and organisational measures against unauthorised or unlawful processing of your personal data and against accidental loss or destruction of, or damage to, personal data but subject to that and our obligations under law as a data controller, we shall not be responsible for any data loss or unauthorised access by other persons, whether a result of unauthorised access, misaddress, technical failure, technical interference, negligence or otherwise. (f) We disclaim all warranties, express or implied (to the extent permitted by law) including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose. (g) We do not accept any liability or responsibility for the actions or omissions of any third party, including any third party suppliers. (h) Prescription medicines are supplied in accordance with the information you provide to us and to our third party suppliers. We are not liable for any loss or damage from your use of any prescription medicine if you supply incorrect or incomplete information. We are not liable for loss or damage, which arises from your failure to inform your prescribing physician ("Your Physician") or other healthcare professional about any Products which you Order from us. (g) We are not liable for any loss or damage, which results from your failure to follow the advice given in the Materials, nor are we liable for any loss or damage where (i) there is no breach of a legal duty of care owed to you by us; (ii) the loss or damage is not a reasonably foreseeable result of any such breach; or (iii) any loss or damage or increased risk of loss or damage results from a breach by you of these Terms of Sale. In particular we are not responsible for (aa) loss or damage caused by you providing inaccurate or incomplete information; (bb) loss of your emotional well-being including, but not limited to, any embarrassment caused; (cc) loss of income or anticipated profits; (dd) loss of opportunity; (ee) loss of goodwill or injury to reputation; (ff) losses suffered by third parties; or (gg) any indirect, consequential, special or exemplary damages arising from the supply of Products and/or use of the Website regardless of the form of action. (h) You should take the advice we provide does not replace the advice provided to you by Your Physician and that you should consult with Your Physician or another healthcare professional on the Products supplied by us. (i) We take care to ensure that all information available in the Materials about our business, services and any Products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. General medical information provided in the Materials – as opposed to personalised information uploaded into your online patient record - is not a substitute for specific and personalised medical advice and should not be read or used as such.

YOUR OBLIGATIONS If you provide false or misleading information at any time when using our Website or consulting with our third party suppliers there could be severe or even potentially life-threatening consequences. You agree not to provide false, inaccurate or misleading information at any time. To do so would be a breach of these Terms of Sale. You understand and agree that the terms of the Patient Authorisation shown on the Order Form shall apply to any Order from you which we accept and accordingly that the terms of the Patient Authorisation shall be incorporated into these Terms of Sale as if set out in full herein. You acknowledge that the terms and conditions as found in these Terms of Sale are readily available to you on a 24-hour basis from the Website; that MEDIX PHARMACY makes no claims or representations that any or all of the content in the Materials may be lawfully viewed, downloaded or used outside the United Kingdom; and that you have had every opportunity to obtain independent legal advice with respect to these Terms of Sale.

DISPUTES Any dispute or claim arising under these Terms of Sale must be notified to us in writing within 14 days of such dispute or claim arising. Such notice must set out full particulars of the dispute or claim to enable us to know and understand what it relates to. Any failure by you to give written notice within such time limit will prevent you from making such claim. In the event that a dispute arises in connection with any provision contained within these Terms of Sale, we and you each agree to seek resolution of the dispute. If the dispute cannot be resolved within 60 days of the initial notification of a dispute by either party, we and you each agree to attempt to settle it through mediation in accordance with the Centre for Effective Dispute Resolution Model ("CEDR") Mediation Procedure. Unless otherwise agreed between us, the mediator will be selected by CEDR: (a) To initiate the mediation, either of us must give the other written notice ("ADR Notice") requesting the mediation. A copy of the request should be sent to CEDR; (b) the mediation will start not less than 60 days from the date of the provision of the ADR written notice; and (c) you and we irrevocably agree that neither of us may commence any court proceedings in relation to any dispute arising out of any matter relating to these Terms of Sale until i/he/she has first attempted to settle the dispute by mediation and either the mediation has been terminated or the other of us has failed to participate in the mediation for a period of not less than 30 days from the date of the commencement of the mediation.

OTHER IMPORTANT TERMS (a) Privacy. Your privacy is important to us. We will use the information you provide with other information we obtain about you to administer your patient record and complete your Order(s) (where accepted by us). Further information is available in our Privacy Policy which you can access from our Website. We will not share your personal information with any organisation other than those directly involved in delivering these services as further stated in our Privacy Policy; however please note that in certain situations, we may need to contact a healthcare professional, social services or the emergency services without your consent. This includes but is not limited to situations where we may believe that you are, or someone else is, at risk of neglect, sexual, physical or emotional abuse; a serious crime has occurred or may occur, or where it is considered that someone may be at risk of significant harm or serious addiction as a result of the information we receive; if we have significant concerns about your health and/or wellbeing; or where this is otherwise required by law. (b) Follow up. Our team may contact you to check how you are getting on after ordering Products from us, including communication with you via email, telephone or post to discuss your Order or pending refill Order for the Product. Our team may also contact you for feedback about your customer experience to help us improve, to ensure we meet your needs and to follow up on pending refills to ensure continuity of supply and medication adherence. From time to time we use anonymised or pseudonymised information (this means it is impossible to identify individuals) to carry out an evaluation of our offering, to report on and improve standards, and to help inform good practice. (c) Direct marketing. Where you have given your explicit consent, MEDIX PHARMACY and any other group company may send direct marketing materials to you by email to the contact email or mailing address provided by you. (d) We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms of Sale to another organisation. We will contact you to let you know if we plan to do this. This may be via email or post to the address provided, via our online patient record, or by our announcing notice of our plans on the Website. (e) Nobody else has any rights under these Terms of Sale. The agreement is between you and us. No other person shall have any rights to enforce any of its terms. (f) If a court finds any part of these Terms of Sale illegal, the rest will continue in force. Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. (g) Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Sale, or if we delay in taking steps against you in respect of your breaking these Terms of Sale, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date. (h) Which laws apply to these Terms of Sale and where you may bring legal proceedings? These Terms of Sale (and all disputes arising out of or in relation to them including disputes of a non-contractual nature) are governed by the laws of England and Wales. The English courts shall have exclusive jurisdiction in relation to all such disputes, subject at all times to the mediation and resolution processes referred to in the paragraph above headed "Disputes", and you hereby waive any objection to such jurisdiction. This is regardless of the country from which a Product was sourced and supplied, and regardless of your home country.

I HAVE READ AND UNDERSTAND THE FORGOING TERMS AND I AGREE THAT THEY SHALL BE BINDING UPON ME AND MY HEIRS, ASSIGNS, SUCCESSORS AND PERSONAL REPRESENTATIVES.

OR

"I am the parent/legal guardian/power of attorney for the customer disclosed herein, am over the age of majority, and have full authority to sign for and provide the above representations to Medix Pharmacy on the customer's behalf."



Patient's Signature

Birthdate (MM/DD/YY)