

Terms of Use

Last Updated: January 11, 2023

This Terms of Use Agreement (the "Agreement") is a legal agreement between you and the National Association of Specialty Pharmacy, Inc. ("NASP," "we," or "us") governing your use of NASP's websites and mobile applications, including www.naspnet.org, www.naspmeeting.com, NASP Annual Meeting mobile application, and any other websites or mobile applications linked to this Agreement (each a "Site" and collectively the "Sites"). By using or accessing the Sites or downloading materials from the Sites, you agree to be legally bound by this Agreement.

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Updates to this Agreement

We may revise or otherwise change or update this Agreement. Please check the "Last Updated" legend at the top of this page to see when this Agreement was last revised. Changes will become effective immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you. If you do not agree to this Agreement as modified, then you must discontinue your use of the Sites. Your continued use of the Sites will signify your continued agreement to this Agreement as it may be revised from time to time.

Authorized Use

While using the Sites, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Website for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Sites or any other user's use of the Sites. In addition, we expect users of the Site to respect the rights and dignity of others. By way of example and not of limitation, you may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Sites any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Reproduce, duplicate, or copy any portion of the Sites, except as authorized by this Agreement;
- Sell, resell, or otherwise exploit for any commercial purposes any portion of, the use of or access to the Sites without the prior written consent of NASP;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Sites, or express or imply that we endorse any statement you make;
- Post or otherwise transmit messages that may tend to restrain trade, or encourage or facilitate an agreement on: prices, discounts, terms or conditions of sale; allocation of markets or

territories; or selection, rejection, or termination of business relationships or suppliers;

- Remove any copyright, trademark, or other proprietary rights notice from the Sites or materials originating from the Sites;
- Violate or attempt to violate the security of the Sites;
- Disseminate on the Sites any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software, or equipment;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Sites or to collect any information from the Sites or any other user of the Sites; or
- Assist or permit any persons in violating this Agreement or applicable statutes, orders, regulations, rules, and other laws governing the use of the Sites.

Intellectual Property Rights

All content ("Content") available through the Sites is protected by copyrights, trademarks, or other proprietary rights and laws. Except as set forth herein or otherwise agreed in writing by NASP or other rights owner(s), the use of any Content available on the Sites is strictly prohibited.

You may use Content purposely made available by us for public use, provided that you (a) keep intact all copyright and other proprietary notices, (b) use such Content pursuant to any associated licenses, (c) do not copy or post such Content on any networked computer or broadcast it in any media, (d) make no modifications to the Content, and (e) do not make any additional representations or warranties relating to the Content on behalf of NASP.

Any rights not expressly granted herein are reserved.

User-Submitted Information

You are responsible for any Content you transmit through our Site. You agree, represent, and warrant that any Content you transmit through our Site or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content. You shall not upload,

post, or otherwise make available on or through the Site any Content protected by copyright, trademark, or other proprietary right of any third party without the express written permission of the owner of such right(s) or the authority to do so. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary rights, or any other harm resulting from such a submission.

We do not want you to, and you should not, send any confidential or proprietary Content to us unless specifically requested by us. Please note that any unsolicited Content sent to NASP will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information, you grant to NASP (or warrant that the owner of such Content has expressly granted to NASP) a royalty-free, perpetual, irrevocable and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit, distribute, or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, likeness, and/or other biographical information in any and all media and/or communications. You also agree that NASP is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

Secure User Accounts

Certain portions of our Sites are accessible only to users who have registered with the Site and obtained login credentials ("Secure Users"). If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to NASP.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to the Sites.

NASP reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Sites and your account, including without limitation, terminating your account, changing your

password or requesting information to authorize transactions on your account.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Interactive Forums

We may host message boards, chat rooms, blogs, and other interactive forums or services (each, a "Forum") on the Sites. Forums are intended to serve as discussion centers. Any user failing to comply with this Agreement may be expelled from and refused continued access to Forums in the future. You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any personal information you communicate in Forums may be seen and used by others. We are not responsible for information that you or others choose to communicate in Forums, or for your actions or the actions of other users. NASP or its designated agents may remove or alter any information or content posted or otherwise disclosed in any Forum at any time for any reason. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE SITES, YOU DO SO AT YOUR OWN RISK.

Monitoring

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (a) evaluate Content before allowing it to be posted on a Site or any Forum; (b) monitor Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any Content, and the circumstances surrounding its transmission, to any third party in order to operate the Sites; to protect NASP and the Sites' users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

Changes to the Sites

We may make improvements and/or changes to the Sites, add new features, or terminate the Sites at any time without notice. We also: (a) reserve the right (but have no obligation) to change the Content or other offerings on the Sites, at any time and from time to time without any notice or liability to you or any other person; and (b) do not warrant that information on the Sites is accurate, complete, reliable, current, or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Third-Party Content

Any information, statements, opinions, or other Content provided by third parties and made available on our Sites are those of the respective author(s) and not NASP. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability, or usefulness of any information, statement, opinion, or other Content on our Sites other than from an authorized NASP representative acting in his or her official capacity. Under no circumstance will NASP be liable for any loss or damage caused, directly or indirectly, by your reliance on any such third-party Content.

Links to Third-Party Websites

NASP may provide on the Sites, solely as a convenience to users, links to websites operated by third parties. If you use these links, you will leave our Sites. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. NASP does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that NASP is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo, or copyright symbol of NASP.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS

AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

Social Media Pages

NASP may maintain a presence on social media websites, including Facebook, YouTube, LinkedIn, and Twitter (collectively, Social Media Pages), to provide a place for the public to learn more about NASP and to share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of NASP. All visitors to our Social Media Pages must comply with the respective social media website's Terms of Use. We review some but not all postings to our Social Media Pages, and may remove postings that we determine are inappropriate or offensive.

Notice of Copyright Infringement

If you believe that any Content on the Sites infringes upon any copyright which you own or control, you may send a written notification, containing the information required under 17 U.S.C. § 512(c)(3), to our Designated Copyright Agent as set forth below.

Designated Agent: Sheila Arquette, RPh – President & CEO

Email: info@naspnet.org

If any user of the Sites is deemed to be a repeat copyright infringer, NASP will terminate such user's license to use the Sites.

Other Policies and Terms

This Agreement applies exclusively to your access to, and use of, the Sites and does not alter in any way the terms or conditions of any other agreement you may have with NASP. Additional policies and terms may apply to use of all or portions of the Sites and are incorporated by reference into this Agreement. Please refer to and review all additional specific terms and conditions as applicable, including NASP's [Privacy Policy](#).

Termination

The Sites and this Agreement are in effect until terminated by NASP. In addition to any right or remedy that may be available to NASP under applicable law, NASP may suspend, limit, or terminate all or a portion of your access to the Sites or any of its features at any time with or without notice and with or without cause, including without limitation, if NASP

believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement concerning authorized use, intellectual property rights, disclaimer of warranty, limitation of liability and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

You agree that if your use of the Sites is terminated pursuant to this Agreement, you will not attempt to use the Sites under any name, real or assumed. You further agree that if you violate this restriction after your use of the Sites is terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

Children

If you are under the age of 18, please do not use or access the Sites. It is not our intention to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18, and are asked to delete such information from our databases, we will promptly do so.

Disclaimer of Warranty

NASP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE SITES OR ANY OTHER SITES LINKED TO OR FROM THE SITES. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE SITES IS DONE AT YOUR OWN RISK. THE CONTENT OF THE SITES IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NASP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Limitation of Liability

NASP AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE RELEASEES) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE SITES, THE SITES' CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES

CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. THE RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

THE RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify, defend and hold harmless NASP and its directors, officers, employees, agents, and contractors from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Sites; or (c) unsolicited information you provide to NASP through the Sites.

Consent to Communication

If you provide us with a telephone number, address, or email address, you expressly agree that we, or our authorized agents, can use that telephone number, address, or email address to contact you.

When you use the Sites or send emails to NASP, you are communicating with NASP electronically. You consent to receive electronically any communications related to your use of the Sites. We may communicate with you by email or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from NASP intended for receipt by a user shall be deemed delivered and effective when sent to the email address you provide on the Sites.

Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Jurisdictional Issues

The Sites are controlled, operated, and administered by NASP (or its licensees) from its offices within the United States of America and are not intended to subject NASP to the laws or jurisdiction of any country or territory other than that of the United States. NASP DOES NOT REPRESENT OR WARRANT THAT THE SITES OR ANY PART THEREOF ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Sites from outside the United States do so on their own initiative and at their own risk, and are responsible for complying with all statutes, orders, regulations, rules, and other laws of applicable jurisdictions.

You agree that any dispute in connection with the Sites, this Agreement, or the [Privacy Policy](#) will be governed by the laws of the District of Columbia. You also consent to the adjudication of any disputes arising in connection with the Sites in courts located in the District of Columbia.

Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Sites, please contact us via email at info@naspnet.org or by phone at 703.842.0122.