



These Terms and Conditions of Use ("Agreement") is a legal agreement between you and the National Coalition for Drug Quality & Security, LLC (hereinafter referred to as "WEBSITE OWNER"), the owner and developer of www.NCDQS.org ("NCDQS Website"). By registering for any service provided on **NCDQS Website** you become a client ("Client") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Client. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR ANY **NCDQS WEBSITE** SERVICE. The Terms are subject to change at any time, effective upon notice to you.

- 1. Limitations of Liability and Indemnification.** By using any services provided by **NCDQS Website**, you agree that in no event will **NCDQS Website**, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by **NCDQS Website** or Website Owner shall be a return of any fees paid to **NCDQS Website** or Website Owner for any services provided under this Agreement. You indemnify and agree to defend and hold harmless **NCDQS Website**, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of **NCDQS Website**, including any breach by you of the Terms contained in this Agreement.
- 2. Right to Monitor.** **NCDQS Website** and Website Owner reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the site.
- 3. Confidentiality.** It is agreed that all personal information given to **NCDQS Website** or Website Owner, will be kept confidential by **NCDQS Website** and Website Owner, with the following exceptions: (1) basic biographical information (i.e. age, sex, race) will be posted with your user ID for others to view; (2) you actively chose to post your personal information for others to see; (3) you send a message to another client, which will disclose your e-mail address to that client or (4) you have harassed



another person via any service provided by **NCDQS Website**, in which case the confidentiality clause contained in this Agreement is rendered null and void.

4. Termination of Services.

Suspension: A client may be suspended by NCDQS from its certification program which will require the wholesaler to immediately stop using, displaying or referencing its certification. This includes any trademarks or other certification language provided by NCDQS that may be used in social media, email signatures, and any other public forms of communication.

Notice of Suspension: NCDQS will send notification to the wholesaler of its suspension and the specific reasons for the suspension. Suspension will commence as of the date specified in the notification.

Appeal: If after suspension the wholesaler has evidence that the basis of the suspension has been resolved or retracted the wholesaler may apply to NCDQS for reinstatement. This process will require the following:

- All evidence of resolution including any official government documents with official government seals.
- A reinstatement fee (to be decided by NCDQS based on the type of suspension.)
- A signed statement by the principal or owner of the wholesaler indicating the reasons for reinstatement and a description of any procedures that have been put into effect in order to avoid future suspension.

NCDQS will review all documentation presented in the appeal and has the sole authority and discretion to not reinstate the suspension. This decision will be made within 90 days of notice of appeal.

No Appeal: Reasons to not allow an appeal

1. Full revocation of licensure of the wholesaler
2. Closure
3. Reorganization or change in procedures that will create non-compliance with certification.
4. Appeal has not been received before recertification date.



5. Bankruptcy
6. Notice of any other location not certified by NCDQS that has violated any federal, state or local laws that result in criminal, or severe civil penalties such as license revocation.

Full withdrawal of Certification/ No allowance for recertification

A Client will be withdrawn from certification immediately without the right to recertification and withdrawal will be reported to federal, state or local regulatory authorities if;

- NCDQS has found serious violations of its certification requirements
- Wholesaler has not paid fees or is overdue by more than six months
- A Wholesaler has reported the permanent closure of its facility
- Permanent loss of wholesaler license
- Fraud or purposeful noncompliance of NCDQS procedures
- Wholesaler appeal has been denied resulting in permanent withdrawal of certification

Full withdrawal of Certification with allowance for recertification

Many times a wholesaler may have reason to be suspended resulting in full withdrawal though recertification may be allowed. This includes but is not limited to:

- Licensure reinstatement
- Criminal or civil penalties overturned
- Full payment of overdue fees
- Any and all other reasons such as overturning of a verdict or settlement agreement.

Any and all decisions made by NCDQS will be final and binding on all parties.

5. Ownership, Copyrights, Trademarks, Licenses.

"**Mark**" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.



"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Related Media" means those mobile sites, mobile applications (apps), widgets, gadgets, RSS feeds, email newsletters, and other content delivery media owned, operated, and controlled by both parties.

Trademark License.

- a. Licensor grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, and royalty-free license during the Term to those of Licensor's Marks designated by Licensor from time to time to:
 - i. display such Marks on the Licensee Site: (x) to provide source attribution; or (y) as links to NCDQS.
 - ii. comply with its express obligations under this Agreement;
 - iii. promote the completion of any programs as determined by this agreement
 - iv. all other uses of Licensor's Marks shall require Licensor's prior written approval.
- b. Licensee shall use the Marks solely in accordance with Licensor's trademark usage guidelines and quality control standards as updated from time to time by Licensor. If Licensor notifies Licensee that any use does not so comply, Licensee shall immediately remedy to the satisfaction of Licensor or terminate such use. Licensee shall not use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the Licensor's Marks. All uses of the Licensor's Marks, and all goodwill associated therewith, shall inure solely to the benefit of Licensor.

Reservation of Rights. Neither this Agreement, nor any act, omission, or statement by Licensor or Licensee, conveys any ownership right in any of the Licensed Content or Licensor's Marks, or to any element or portion thereof, or other materials provided by or on behalf of Licensor under this Agreement. Except for the licenses expressly granted to Licensee in this Agreement, all right, title, and interest in and to the Licensed Content and Licensor's Marks are and will remain with Licensor and its licensors. No use by Licensor of the Licensed Content or Licensor's Mark in any medium or manner shall be



deemed to interfere with the limited permissions made to Licensee by Licensors herein.

Required Notices. Licensee shall display with each Content Item the appropriate copyright and trademark notices and any other source attribution required by Licensors, Licensee shall not alter, remove, or obstruct any such notices or attribution included with any Content Item as delivered by Licensors.

Termination.

Licensors may terminate the use of its Marks at any time without cause by providing at least 5 days' prior written notice to Licensee.

Effect of Expiration or Termination. Upon any expiration or termination of this Agreement:

- a. All licenses granted under this Agreement shall also terminate, and Licensee shall immediately delete from its systems and servers all Licensed Content, Licensors' Marks and any other materials provided by Licensors. Upon Licensors' written request, Licensee shall promptly provide Licensors with written certification of such deletion.
- b. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this Section.

Indemnification.

By Licensee. Licensee shall indemnify, defend, and hold harmless Licensors against all Losses arising out of or resulting from any Action by a third party related to or arising out of: (a) the Licensee Site or Related Media, including any material displayed or services provided thereon but excluding Licensed Content and Marks used in accordance with this Agreement; (b) Licensee's use of the Licensed Content and/or Licensors' Marks in a manner not permitted, including Licensee's continued use of any Content Item in violation of this agreement or any of Licensors' Marks after Licensors has directed Licensee to cease using any such Marks; or (c) Licensee's failure to comply fully with this agreement.



Indemnification Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnified party's failure to perform any obligations under this will not relieve the indemnifying party of its obligations under this except to the extent that the indemnifying party can demonstrate that it has been prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Confidentiality.

Obligation of Confidentiality. Each party (the "**Recipient**") acknowledges that in connection with this Agreement such party may gain access to Confidential Information of the other party (the "**Disclosing Party**"). As a condition to being furnished with Confidential Information, the Recipient agrees, during the Term, to:

- a. not use the Disclosing Party's Confidential Information other than in connection with performing its obligations under this Agreement and shall make no use of any such Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or in order to obtain any competitive benefit with respect to the Disclosing Party; and
- b. maintain the Disclosing Party's Confidential Information in confidence not disclose any of the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; provided, however, that Recipient may disclose the Disclosing Party's Confidential Information to its officers, employees, consultants, and legal advisors ("**Representatives**") who: (i) have a "need to know" for purposes of the Recipient's performance under this Agreement, (ii) have been apprised of this restriction; and (iii) are themselves bound by nondisclosure restrictions at least as restrictive as those set forth in this Section.

The Recipient shall be responsible for ensuring its Representatives' compliance with this Section and shall be liable for any breach by its Representatives, of this Section. The Receiving Party shall employ the same efforts it uses with respect to its own confidential information to safeguard the Disclosing Party's Confidential Information from use or disclosure to anyone other than as permitted hereby.

Exceptions.



- a. Confidential Information does not include information of the Disclosing Party that:
 - i. is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party;
 - ii. is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; or
 - iii. is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- b. If the Recipient becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Recipient shall:
 - i. provide prompt written notice to the Disclosing Party notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this and
 - ii. disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Recipient shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

Miscellaneous.

Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's Marks, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Licensor: [LICENSOR ADDRESS]



Facsimile: [FAX NUMBER]
[Email: [NOTICES CONTACT'S EMAIL ADDRESS]]
Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]
If to Licensee: [LICENSEE ADDRESS]
Facsimile: [FAX NUMBER]
[Email: [NOTICES CONTACT'S EMAIL ADDRESS]]
Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

Assignment. This Agreement is personal to the Licensee. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further



exercise thereof or the exercise of any other right, remedy, power, or privilege.

6. **No Warranties.** NCDQS Website and Website Owner provide the **NCDQS Website** services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, **NCDQS Website** and Website Owner do not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.
7. **Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of Pennsylvania, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the United States District Court for the State of Pennsylvania, and you hereby consent to the jurisdiction of any such court.
8. **Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.
9. **Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials on **NCDQS Website** will be truthful. In accessing and using **NCDQS Website**, you understand and agree that basic information concerning you, given to **NCDQS Website**, will be published on the web-site for others to view along with your User ID. Your name, address and e-mail address are kept confidential, except where provided above.
10. **Entire Agreement.** This Agreement constitutes your entire Agreement with **NCDQS Website** and Website Owner with respect to any services.
11. **Waiver.** The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.