TERMS OF USE Last Updated: January 4, 2017

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THIS WEBSITE.

Welcome to this website which is operated by the Center for Safe Online Pharmacies ("CSIP"). These Terms of Use ("Terms") apply to your access to and use of this website ("Site"). These Terms do not alter the terms or conditions of any other agreement you may have with CSIP. If you are using the Site on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity will be responsible to CSIP if you violate these Terms.

CSIP reserves the right to change or modify the terms and conditions contained in these Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Site will confirm your acceptance of such changes or modifications; therefore, you should frequently review the Terms and applicable policies to understand the terms that apply. If you do not agree to the amended terms, you must stop using the Site. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your right to use the Site.

If you have any questions regarding the Site, please contact us.

1. Privacy Policy

Please refer to our <u>Privacy Policy</u> – for information about how CSIP collects, uses and discloses personal information about its users.

2. Eligibility

By accessing or using the Site, you represent and warrant that you are a resident of the United States and at least 18 years old. If you are not 18 or older, you may only use the Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

3. Copyright and Limited License

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, the CSIP logo, other website logos, and all designs, text, graphics, pictures, videos, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the proprietary property of CSIP or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and Site Materials; however, such license is subject to these Terms and does not include: (a) any resale or commercial use of the Site or Site Materials; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof, unless modification or derivative use is specifically provided for under separate terms; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (f) any use of the Site or the Site Materials other than for their intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of CSIP, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in

these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. Trademarks

"CENTER FOR SAFE INTERNET PHARMACIES," "CSIP," the CSIP logo(s), "Verify Before You Buy," "Save On My Meds" and any other product or service name or slogan contained on the Site are trademarks of CSIP and its suppliers or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of CSIP or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "CSIP" or any other name, trademark or product or service name of CSIP without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of CSIP and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

5. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray CSIP or its digital products in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a CSIP logo or other proprietary graphic of CSIP to link to the Site without the express written permission of CSIP. Further, you may not use, frame or utilize framing techniques to enclose any CSIP trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without CSIP's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of CSIP or any third party.

CSIP makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of embedded content, third-party websites accessible via hyperlink or websites linking to the Site. Such sites are not under the control of CSIP and CSIP is not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. CSIP may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement or adoption by CSIP of any site or any information contained therein. When you visit other sites via links or embedded content, you should understand that CSIP's terms and policies no longer govern and that the terms and policies of those third party sites will apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

6. Advertisements and Promotions; Third-Party Products and Services

CSIP may display advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. CSIP is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-CSIP advertisers or third party information on the Site.

7. Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about CSIP or the Site (collectively, "Submissions"). Submissions, whether posted to the Site or provided to CSIP by email or otherwise, are non-confidential and shall become the sole property of CSIP. CSIP shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Indemnification

You agree to defend, indemnify and hold harmless CSIP and our members, independent contractors, service providers and consultants, and our respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Site; (b) any Submission you provide; (c) your violation of these Terms; (d) your violation of any rights of another or (e) your conduct in connection with the Site.

9. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CSIP, THE SITE AND SITE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CSIP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS ON THE SITE. CSIP DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE CSIP ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE SAFE, CSIP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

10. Limitation of Liability

IN NO EVENT SHALL CSIP OR OUR MEMBERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT. SPECIAL. INDIRECT OR CONSEQUENTIAL DAMAGES. OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR SITE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM CSIP OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CSIP'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CSIP WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO CSIP FOR ACCESS TO OR USE OF THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Modifications to the Site

CSIP reserves the right to modify or discontinue, temporarily or permanently, the Site, or any features or portions thereof, without prior notice. You agree that CSIP will not be liable for any modification, suspension or discontinuance of the Site, or any part thereof.

12. Applicable Law and Venue

These Terms and your use of the Site shall be governed by and construed in accordance with the laws of Delaware, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in Delaware and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

13. Termination

CSIP reserves the right, without notice and in its sole discretion, to terminate your license to use the Site and to block or prevent your future access to, and use of, the Site.

14. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

15. The state of Delaware is the locale for the choice of law that governs this contract and venue.