

.pharmacy Terms and Conditions

Please read these terms and conditions (T&C) carefully. The T&C describe the rights and obligations of the National Association of Boards of Pharmacy® (“NABP®”) and 1) the applicant submitting a .pharmacy domain application to NABP (“Applicant”); and 2) the Applicant if its .pharmacy application is approved by NABP or Applicant, or a third party such as an assignee, if it acquires a .pharmacy domain name registration (collectively “Registrant”). Applicant and Registrant may be collectively referred to as “Customer.” NABP, Applicant, Registrant, or Customer are each a “Party” and collectively are “Parties.” By submitting an application for a .pharmacy domain or acquiring a .pharmacy domain name, Customer agrees to comply with these T&C.

NABP is approved by the Internet Corporation for Assigned Names and Numbers (“ICANN”) as the registry for .pharmacy. NABP is a 501(c)(3) nonprofit corporation located at 1600 Feehanville Drive, Mount Prospect, IL 60056, United States of America. NABP operates the .pharmacy Top-Level Domain (TLD) Program in furtherance of its mission to support its member boards of pharmacy in protecting public health.

Now, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, NABP and Customer agree to the following terms:

1. INFORMATION & MONITORING

1.1 NABP reserves the right to review any and all information available to it to determine whether Applicant complies with the T&C, Registrant Eligibility requirements, Program Standards, the Authorized Usage Policy, and .pharmacy TLD Program requirements published on www.safe.pharmacy or its successor site(s) (collectively “Standards”). Information that NABP may review about Customer includes, but is not limited to, the information provided in the application, information provided to NABP by Applicant or that NABP obtains or receives, whether through the .pharmacy TLD Program, one or more accreditation programs, or any other NABP program, publically available information, information available through proprietary sources, and information that NABP learns from its own investigations. For all applications, NABP reserves the right to request additional information or documentation from the Customer. Such information shall not be disclosed by NABP unless: (a) the information is publicly available; (b) the information is legally required to be disclosed; (c) NABP, its employees, or contractors believe in good faith that a Customer, its owners, or its affiliates engaged in or are engaging in conduct that violates these T&C, state, federal, country, or regional law, or ICANN requirements; or (d) as otherwise permitted under these T&C or required for NABP to perform its obligations under these T&C or as a registry for the .pharmacy domain. If NABP notifies its member boards of pharmacy or appropriate state, federal, country, or regional regulatory or law enforcement authorities, or ICANN, NABP agrees to notify Customer to the extent permitted by law. Please note that notwithstanding anything to the contrary in the T&C, NABP may utilize contractors or agents to perform any of its activities or obligations under these T&C.

1.2 If NABP approves the .pharmacy domain application, Registrant agrees to notify NABP of any changes to the information provided to NABP via the .pharmacy application or other NABP-designated document including, but not limited to, change in pharmacist-in-charge, change in ownership, change in facility name, change in facility location, or the filing or disposition of any disciplinary action.

1.3 By receiving NABP approval for a .pharmacy domain, Registrant understands that it may be, and agrees to be, subject to regular monitoring for compliance with the Standards.

2. .pharmacy REGISTRANT ELIGIBILITY STANDARDS, AUTHORIZED USAGE POLICY AND PROGRAM REQUIREMENTS, AND WITHDRAWAL

Customer agrees to comply with the .pharmacy Registrant Eligibility Requirements and Program Standards (collectively, “RES”), the .pharmacy Authorized Usage Policy (“AUP”), and program requirements published at the www.safe.pharmacy site or its successor site(s), which are hereby incorporated into the T&C by reference. Customer agrees that NABP may, at its sole discretion, amend the RES, AUP, or program requirements. If NABP amends the RES, AUP, or program requirements, NABP will notify Customer by sending a notification to the contact e-mail account provided by Customer in its .pharmacy domain application. NABP will allow a reasonable amount of time to comply with the amended RES, AUP, or program requirements, unless the amendment pertains to an ICANN requirement, law, or regulation that requires Customer’s immediate compliance. Customer may elect to withdraw the .pharmacy domain application, decline to register the NABP-approved .pharmacy domain, or discontinue using the .pharmacy domain that it registered (collectively “Withdrawal”). In any case of Withdrawal, Customer agrees to provide written notice of Withdrawal to NABP and the applicable Registrar. Following receipt of the notice of

Withdrawal, NABP shall delete the .pharmacy domain no later than thirty (30) days after receipt of the notice of Withdrawal, unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. Customer agrees to discontinue use of the .pharmacy domain for which it submitted the notice of Withdrawal. The T&C will terminate on the date that NABP deletes the .pharmacy domain. NABP will return the .pharmacy domain name, which was the basis for Customer's application, to the general pool of .pharmacy domains.

3. APPLICATION DENIAL OR CLOSURE

- 3.1 NABP reserves the right to refuse to consider any domain application on the basis that the requested domain is the subject of a previous application, in NABP's sole discretion. Pursuant to the United States Anticybersquatting Consumer Protection Act of 1999 or other applicable laws or ICANN requirements, NABP may deny an application or delete, remove, transfer, disable, forfeit, or cancel a domain if the domain name is identical to, confusingly similar to, or dilutive of another's trademark.
- 3.2 Upon Applicant's submission of a complete, accurate, and truthful .pharmacy application and payment of the then-current application fee, NABP and/or one of its contactors will review the application to assess Applicant's compliance with the Standards. If NABP obtains information indicating that Applicant violated or does not comply with the Standards, NABP will send Applicant a written notice of intent to deny the application to register the .pharmacy domain ("Notice of Intent to Deny") and the reason(s) therefor. The Applicant shall have thirty (30) days from the date of the Notice of Intent to Deny to respond. If Applicant does not timely respond, then NABP will send written notification to Applicant that its .pharmacy application is denied ("Denial Notice"). If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the Notice of Intent to Deny. After its review, if NABP determines that Applicant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Deny by approving Applicant to register the .pharmacy domain for which Applicant applied and issuing Applicant a registration token. After its review, if NABP determines that Applicant violated the Standards or is not in compliance with the Standards, NABP will send Applicant a Denial Notice. Denial Notices and NABP's decision to deny the .pharmacy application are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Denial Notice. Following the Denial Notice, NABP will return the .pharmacy domain name for which the Applicant had applied to the general pool of .pharmacy domains. If Applicant reapplies, it must correct all non-compliances described in Notice of Intent to Deny and meet all then-applicable Standards. If Applicant reapplies for the same or a different .pharmacy domain, NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.
- 3.3 If NABP has questions about an application or needs additional information, then NABP may send a written request to the Applicant identifying the specific questions or information requested. The Applicant shall have thirty (30) days to respond to the NABP request. If Applicant does not respond to the request for information, then NABP shall close the application and send a "Notice of Application File Closure," and the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the NABP request. After its review, if NABP determines that Applicant meets the Standards, then NABP will approve Applicant's .pharmacy domain application and issue a registration token. After its review, if NABP determines that Applicant does not meet the Standards, then NABP will send Applicant a Notice of Application File Closure. Notices of Application File Closure and NABP's decision to close Applicant's .pharmacy application file are final and NABP will not reconsider any of its decisions. The T&C terminate effective the date of the Notice of Application File Closure. A refund will be issued only per the Refund Policy in these T&C. Following the Notice of Application File Closure, NABP will return the .pharmacy domain name to the general pool of .pharmacy domains. If Applicant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the Applicant's previous .pharmacy application and meet all current Standards. Applicant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.
- 3.4 If NABP receives two or more complete applications for the same domain from different Applicants, and the completed application received first in time is approved, the application(s) received subsequently will be closed by NABP. NABP shall send a "Notice of Application Closure" to the Applicant. A refund will be issued only per the Refund Policy in these T&C. Applicant may reapply for a different domain.

4. REGISTRATION & REGISTRATION TOKEN

Upon approval of a .pharmacy domain, NABP will provide Registrant with an electronic registration token. Using the electronic registration token, Registrant must register the .pharmacy domain requested, within sixty (60) days of approval, with an authorized .pharmacy registrar ("Registrar"). A list of authorized .pharmacy Registrars may be found at www.safe.pharmacy or successor site(s). If Registrant fails to register the .pharmacy domain within sixty (60) days of being approved, the Registrant will forfeit that .pharmacy domain, and it will be placed in the general pool of .pharmacy domains. If the prior Registrant wishes to register that .pharmacy domain at a later time when that domain is still available, it must reapply including paying the then-current .pharmacy application fee.

5. DOMAIN TRANSFER

Registrant is prohibited from transferring, sublicensing, or assigning a .pharmacy domain to another registrant by any means, except with NABP's prior written consent. Registrant is prohibited from transferring the registration of a .pharmacy domain from one Registrar to a different Registrar except with NABP's prior written consent.

6. OWNERSHIP, LICENSE, & RESTRICTIONS ON USE

6.1 All rights, title, and interest in .pharmacy (including all copyrights, trademarks, and other intellectual property rights) are the property of NABP or its ICANN-approved affiliates or successors. Except as expressly provided below, nothing contained herein shall be construed as conferring to any Customer or its successors any license or right, by implication, estoppel, or otherwise to claim, exercise, or exploit any copyright or other intellectual property rights.

6.2 Customer agrees that acceptance or approval of a .pharmacy application or acquisition of a .pharmacy domain name does not constitute a warranty or an endorsement by NABP of Customer's products or services, or Customer's compliance with any law or regulation. Customer may not sublicense, transfer, or assign a .pharmacy domain name without prior written approval of NABP.

7. REFUND POLICY

Customer agrees that there are no refunds of application or registration fees, except if the .pharmacy domain applied for has been approved by NABP for a different applicant. Such refund will be made in the same manner that the fee was paid to NABP.

8. SUNRISE DISPUTE RESOLUTION POLICY AND OTHER DOMAIN DISPUTE DECISIONS

8.1 Through the National Arbitration Forum or any successor organization, NABP provides a mechanism to resolve disputes in connection with Sunrise registrations. NABP's Sunrise Dispute Resolution Policy, available at www.safe.pharmacy/standards-policies, describes the process and requirements for challenging .pharmacy domain names registered during the Sunrise period. NABP and Customer each agree to abide by the decision made by National Arbitration Forum. In the event that the National Arbitration Forum decision calls for the transfer of the domain, the designated domain recipient must first be approved by NABP as compliant with the then-applicable .pharmacy Standards.

8.2 In the event that a court of competent jurisdiction or an ICANN-recognized arbitration organization issues a decision calling for the transfer of a .pharmacy domain name, the designated domain recipient must first be approved by NABP in writing as compliant with the then-applicable .pharmacy Standards.

9. DOMAIN DISCONTINUATION BY REGISTRANT & DELETION, SUSPENSION, OR TERMINATION BY NABP

9.1 Following receipt of written notice that Registrant will discontinue seeking to register a .pharmacy domain name or wishes to discontinue using a registered .pharmacy domain, NABP will delete the domain name no later than thirty (30) days after receipt of the written notice unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. The T&C will automatically terminate on the date that NABP deletes the .pharmacy domain name. NABP will not issue a refund if Registrant discontinues seeking to register or using a .pharmacy domain.

- 9.2 If NABP obtains information indicating the Registrant violated or is not in compliance with the Standards, NABP will send Registrant a notice of intent to terminate NABP's approval of the .pharmacy application or delete the .pharmacy domain registration ("Notice of Intent to Delete") and the reason(s) therefor. Registrant shall have thirty (30) days from the date of the Notice of Intent to Delete to respond. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy application is terminated or that it will delete Registrant's domain registration, as applicable ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the Notice of Intent to Delete. After its review, if NABP determines that Registrant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Delete and will approve Registrant to register the .pharmacy domain or continue to use the .pharmacy domain name registration, as applicable. After its review, if NABP determines that Registrant violated the Standards or is not in compliance with the Standards, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Deletion Notices and NABP's decision to terminate its approval for the .pharmacy domain or to delete the .pharmacy domain name registration are final and NABP will not consider any internal appeal of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Customer's application to the general pool of .pharmacy domains. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.
- 9.3 NABP reserves the right, in its sole discretion, to immediately suspend Registrant's .pharmacy domain or NABP's approval of Registrant's .pharmacy domain application if NABP obtains information indicating that Registrant is violating, or within the previous 12 months violated without disclosing to NABP, any criminal, fraud, pharmaceutical, pharmacy-related, patient safety-related, or Internet-related law or regulation or ICANN requirement, is engaging in abusive activities in connection with the Internet or its governance, threatens or its activities threaten the security or stability of the Internet or of the .pharmacy namespace, or Registrant is likely to cause direct and material harm to others ("Violation"). NABP shall provide a written notice to the Registrant of the suspension ("Suspension Notice"), the reason for the suspension, notify Registrant of NABP's intent to delete Registrant's domain, and provide Registrant with the opportunity to respond. Within 30 days of the date of the Suspension Notice, Registrant may submit a response to NABP, including any available documentation to substantiate Registrant's response. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy domain application is terminated or that it deleted Registrant's .pharmacy domain registration ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any relevant information that the Registrant provides in response to the Suspension Notice. After its review, if NABP determines that Registrant did not engage in any Violation and is compliant with the Standards, then NABP will rescind the Suspension Notice and will confirm its approval for Registrant to register the requested .pharmacy domain or reinstate Registrant's .pharmacy domain name registration, as applicable. After its review, if NABP in its sole discretion determines that Registrant engaged in a Violation, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Suspension and Deletion Notices and NABP's decisions to suspend Registrant's .pharmacy domain, suspend its approval of Registrant's .pharmacy domain, or to delete Registrant's .pharmacy domain name registration are final and NABP will not reconsider any of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Registrant's application to the general pool of .pharmacy domains. If Registrant reapplies after receiving a Deletion Notice, it must correct all Violations described in Suspension Notice and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.
- 9.4. If Customer fails to pay the application or registration fees when due, NABP will send Customer written notification of impending termination of NABP's consideration of the application, approval of the .pharmacy domain, or deletion of Registrant's .pharmacy domain name registration. If Customer does not timely pay all applicable fees within thirty (30) days of the date of such notification, NABP will terminate its consideration of the application, its approval of the .pharmacy domain or delete the .pharmacy domain name registration, as applicable. NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains, and will send written notification thereof to Registrant. The T&C terminate effective on the date of the written notification. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.5 NABP will send Registrant a Deletion Notice if Registrant does not timely respond to any NABP request for information or if Registrant does not provide all NABP-requested documentation within 30 days of the date of a Notice of Intent to Delete. NABP will terminate its approval of the .pharmacy domain or delete Registrant's .pharmacy domain name registration, as applicable, and NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains. The T&C terminate effective on the date of the Deletion Notice. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.6 If Customer applies for or is accredited or approved by NABP through one or more current or future NABP accreditation or approval programs including, without limitation, the Verified-Accredited Wholesale Distributors® (VAWD®), Verified Internet Pharmacy Practice Sites® (VIPPS®), or Durable Medical Equipment Prosthetics, Orthotics and Supplies (DMEPOS), and its application is denied or Customer is disqualified from one of the NABP accreditation or approval programs, Customer hereby agrees that the application denial or disqualification is grounds for denial of Customer's .pharmacy application or temporary suspension, termination of approval, or deletion of Customer's .pharmacy domain and that NABP may deny, temporarily suspend, terminate its approval, or delete Customer's .pharmacy domain pursuant to the requirements of the T&C. NABP will return any denied or deleted domain name(s) to the general pool of .pharmacy domains. If Customer reapplies, it must correct all non-compliances described in the applicable notice, including the Notice of Intent to Deny or Notice of Deletion, and meet all then-applicable Standards.

If Customer's application for a .pharmacy domain name is denied or its .pharmacy domain name(s) are deleted or NABP terminates its approval of Customer's .pharmacy domain name(s), then Customer hereby agrees that the denial of the .pharmacy application or deletion or termination of approval of its .pharmacy domain name(s) is grounds for loss of qualification under the accreditation or approval program letter of agreement (LOA) and NABP may suspend or disqualify Customer from one or more NABP accreditation or approval programs pursuant to the terms and conditions of the applicable LOA(s).

9.7 Customer must notify NABP in writing of any change in its ownership, including if Customer is merged, acquired by, or consolidated with another organization within 30 days of any such change. In such circumstance, NABP may, in its sole reasonable discretion, require Customer to reapply for approval of a .pharmacy domain. In such circumstance, NABP shall send a written notice advising the Customer that it must complete the .pharmacy application, submit the then-applicable payment, and meet the then-applicable Standards. In the case of a Registrant, its .pharmacy domain will remain active for 30 days, while the Registrant prepares its .pharmacy application for submission. If Registrant fails to reapply within those 30 days, then NABP will send Registrant a Deletion Notice. If Registrant timely applies and NABP determines that Registrant meets the then-applicable Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. If Registrant timely applies and NABP has questions about the application or needs information, then NABP shall send a written request to the Registrant identifying the specific questions or information requested. The Registrant shall have 30 days to respond to the NABP request. If Registrant does not timely respond to the NABP request, the application will be closed and NABP will send Registrant notification that its application file was closed and the Registrant's domain will be deleted. Thereafter, the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the NABP request. After its review, if NABP determines that Registrant meets the Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. After its review, if NABP determines that Registrant does not meet the Standards, the application will be closed, NABP will send Registrant notification that its application file was closed and Registrant's domain will be deleted. Thereafter the .pharmacy domain will be placed in the general pool of .pharmacy domains. NABP's decisions to close Registrant's .pharmacy application and delete its .pharmacy domain registration are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Deletion Notice. A refund will be issued only in accordance with the Refund Policy in these T&C. If Registrant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the previous .pharmacy application and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

10. RIGHT OF PUBLICITY

Customer grants NABP a nonexclusive, transferrable, royalty-free license to publish Customer's name, address, website address, and its date of approval of the .pharmacy domain application.

11. TERM

The term of a domain name is twelve (12) months, which begins upon the date the domain name is registered with a Registrar. The Registrant must reapply annually to maintain the .pharmacy domain name. NABP reserves the right to suspend or delete a domain name during the term, consistent with these T&C. Termination of Customer's registration or deletion of Customer's .pharmacy domain does not relieve Customer of liability for obligations that relate to activities occurring before such termination or deletion.

12. RENEWAL

One hundred twenty (120) days prior to the anniversary of the domain name registration date ("120-Day Notice"), each successive year during which the domain name is active, Registrar will advise Registrant to complete the annual .pharmacy TLD Program application form (found at www.safe.pharmacy/ apply, or successor site(s)) to reapply for the domain name. Registrar will send a reapplication notice to the Registrant thirty (30) days after the date of the 120-Day Notice. If Registrant has not reapplied within sixty (60) days of the anniversary of the domain name registration date, Registrar will advise Registrant that if the reapplication is not processed prior to the anniversary date, the domain name may be suspended and ultimately deleted. If the Registrant has not reapplied within thirty (30) days of the anniversary of the domain name registration date, Registrar will advise Registrant that the domain name is at risk of being suspended and ultimately deleted. If the Registrant reapplies within five (5) days of the anniversary of the domain name registration date, NABP cannot guarantee that it will be able to review and, if Registrant meets all Standards, approve the domain renewal request prior to the anniversary date. If by the anniversary date NABP has not completed its review of the application that Customer submitted within five (5) days of the anniversary date, NABP may, in its sole discretion, suspend the domain name pending NABP's review and approval of Customer's application. If NABP decides to suspend the domain name, NABP will notify the Registrar regarding the domain suspension and will send a notice to the Customer that its domain is suspended pending NABP's review and approval of Customer's application. If the Customer has not reapplied as of the anniversary date, NABP will notify the Registrar to suspend the domain name and send a notice to the Customer that its domain is suspended pending NABP's review and approval of Customer's application. A Customer that has not submitted its application prior to the anniversary date shall be given thirty (30) additional days to reapply ("Redemption Grace Period") during which time the domain will remain suspended. After the expiration of the Redemption Grace Period, if the Customer has not timely reapplied, the domain name will be deleted by NABP and placed into the general pool of .pharmacy domains. Customer may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

If NABP approves the renewal of the domain name, Customer may register the domain name for another year. Registrar will collect the applicable registration fee. NABP and Customer agree that review and handling of Customer's .pharmacy TLD Program application for renewal of its .pharmacy domain will be handled in accordance with the then-current terms and conditions for the .pharmacy TLD Program.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

Customer agrees to indemnify and hold harmless NABP, its employees, agents, contractors, officers, and directors against all third-party claims, losses, lawsuits, damages, and expenses, including, without limitation, reasonable attorneys' fees arising out of:

- a. Any failure on the part of Customer or its employees, agents, contractors, officers, and directors to comply with these T&C;
- b. Any use of a .pharmacy domain, including content in any advertisement, brochure, or other publication released to the public by Customer or its agents or contractors, and any content on any Internet site substantially owned or controlled by or affiliated with Customer including, but not limited to, any claim related to infringement, misappropriation or other violation of a right of another person (including, without limitation, copyright, right of privacy or publicity, or trade secret), or a claim for defamation or obscenity;
- c. The sale, offer to sell, or provision of any product or service of or by Customer or any other entity substantially owned or controlled by or affiliated with Customer; or
- d. The negligence, gross negligence, misconduct, or intentional tort of Customer or its employees, agents, contractors, officers, or directors.

WITH THE EXCEPTION OF CUSTOMER'S INDEMNIFICATION OF NABP AS DESCRIBED IN THIS SECTION, NEITHER NABP NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY

INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR DAMAGES FROM LOST PROFITS OR LOST USE. THE MAXIMUM AGGREGATE LIABILITY OF NABP FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE T&C, REGARDLESS OF THE FORM OR CAUSE ACTION, SHALL BE THE TOTAL FEES PAID BY CUSTOMER TO NABP FOR THE .PHARMACY DOMAIN NAME DURING THE TERM OF THE T&C.

14. ZONE FILE AND/OR WHOIS DATA ACCESS

NABP, its employees, agents, contractors, officers, and directors shall not be liable to Registrant for a) any access, use, or modification (whether or not permitted) of the Zone File or WHOIS data, without limitation; b) the unauthorized, improper, or illegal access or use of the Zone File or WHOIS data, without limitation; or c) any negligent act or omission or willful misconduct in the access or use of the Zone File or WHOIS data, without limitation.

15. MISCELLANEOUS

15.1 Customer will notify NABP in writing if Customer, its pharmacy, owners, or affiliates become the subject of an investigation, indictment, prosecution, conviction, or disciplinary order within thirty (30) days of learning of such investigation, indictment, prosecution, conviction, or disciplinary order. Customer is not required to report any investigations that do not constitute public information under local, state, or federal securities laws, rules, or regulations.

15.2 Customer represents and warrants that the information it submits in its .pharmacy application and in any other document submitted in connection with its .pharmacy application or domain is complete, accurate, and truthful to the best of Customer's knowledge. Customer further represents that the person or entity submitting the application for the .pharmacy domain and all documents in connection with the .pharmacy application or domain is fully authorized to submit the application and bind Customer to the T&C.

15.2.1 NABP and Customer further represent and warrant that they are duly organized, validly existing, and in good standing under the laws of their respective jurisdictions of organization, they have full corporate power to conduct their respective business and perform all of their respective obligations under the T&C, and they are operating in compliance with all applicable laws, rules, and regulations, and ICANN requirements.

15.2.2 NABP DISCLAIMS ALL WARRANTIES AND GUARANTEES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

15.3 The T&C are not assignable by Customer without the prior written consent of NABP.

15.4 The headings contained in the T&C are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

15.5 The failure of NABP to exercise any of its rights regarding a breach of these T&C shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

15.6 The T&C constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporaneous oral and written negotiations, commitments, and understandings of the parties with respect to the same subject matter.

15.7 The validity, interpretation, and performance of the T&C shall be controlled and construed under the laws of the state of Illinois, United States of America without reference to any conflict of laws principles. The state courts located in Cook County, IL, United States of America shall have jurisdiction over any dispute regarding the T&C or in connection with the NABP .pharmacyTLD Program. All provisions contained in the T&C shall extend to and are binding on Customer and its respective successors and assigns. Customer expressly waives all objection to the choice of law or personal jurisdiction of these courts and shall not contest the choice of law or venue chosen for the hearing of the case.

15.8 Provisions 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the T&C shall survive the termination of the T&C or any termination or deletion of the .pharmacy domain name.

15.9 Any act or omission of any of the affiliates of the Customer that is contrary to the T&C shall be deemed the act or omission of the Customer.

- 15.10 The provisions of the T&C are severable. If any provision is determined by a court of competent jurisdiction or a governmental regulatory entity to be invalid or unenforceable, in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable and consistent with the manifest intentions of the Parties. If such construction or limitation is impossible, the unenforceable provision will be stricken, and the remaining provisions of the T&C will remain valid and enforceable.
- 15.11 NABP retains all rights, immunities, and protections that are available to it under applicable law.
- 15.12 NABP cannot and will not guarantee that Applicant's .pharmacy domain application will be approved, and Applicant acknowledges the same by submitting its .pharmacy domain application.
- 15.13 Customer hereby agrees that NABP may send all notices, communications, and notifications under the T&C to the contact e-mail account provided by Customer in its .pharmacy application. Customer agrees to maintain the valid operation of and regularly check this e-mail account for purpose of receiving such notices and complying with the T&C.
- 15.14 No formal or informal hearing, whether in-person, in writing or otherwise, is permitted under the T&C.
- 15.15 The T&C constitutes the entire agreement between the Parties relating to this .pharmacy domain application, or any acquisition or use of a .pharmacy domain in connection with this application, and supersedes all prior and contemporaneous oral and written negotiations, commitments, and understandings of the Parties with respect to this application.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby authorizes release of any and all information from regulatory agencies to NABP and its contractors for the purpose of verifying information regarding the Customer and/or evaluating any noncompliance with the T&C, applicable laws, or disciplinary actions involving any person or entity associated with the Customer or its affiliates in the practice of pharmacy, wholesale drug distribution, pharmaceutical manufacturing, or the provision of pharmacy-related services or products. Customer further authorizes NABP to release to regulatory agencies information NABP receives or obtains related to Customer, or when such information leads NABP to believe in good faith that the Customer or its staff are engaging in or engaged in conduct that violates state, federal, national, or regional laws or regulations.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby accepts and agrees to be bound by the T&C without modification except as provided in section 2.