

LegitScript Healthcare Merchant Standards Agreement

This agreement (“Agreement”) is entered into by LegitScript, LLC (“LegitScript”) and a pharmacy, pharmacy website, prescription drug-selling website, pharmacy merchant, pharmaceutical manufacturer, pharmaceutical wholesaler, telemedicine merchant or other entity that advertises, offers, or distributes drugs or healthcare services or products (“Applicant”).

By clicking “Agree,” Applicant understands and agrees to be bound by this Agreement, LegitScript’s [Internet Pharmacy Certification Standards](#) (“Standards”), and any LegitScript policy such as [LegitScript’s Applicant Certification FAQs](#). Failure to abide by these terms and conditions will result in LegitScript declining to approve or revoking any previous approval of Applicant.

General Requirements

- I. Compliance with Applicable Laws. Applicant agrees to advertise, offer, and distribute its products and services in compliance with all applicable laws, rules, and regulations (“Applicable Laws”). Applicable Laws shall include any jurisdiction where Applicant is domiciled, any jurisdiction where Applicant maintains a pharmacy, medical or other license, and any jurisdiction where the Applicant offers to do business, including, but not limited to, the shipping of drugs or products to patients or customers. Applicant further agrees to adhere to generally accepted standards of ethics, medicine, pharmacy and other healthcare practice in all jurisdictions where Applicant conducts business or is engaged in the practice of pharmacy or distribution of drugs.
- II. Accuracy of Information.
 - a. Applicant represents and warrants that all information provided to LegitScript by Applicant is and will be truthful, accurate, and not misleading. Failure to provide full and accurate answers, as determined in LegitScript’s discretion, may result in a denial or permanent revocation of application.
 - b. Applicant represents and warrants that all information provided to

the public on its website or websites is and will be truthful, accurate, and not misleading.

- III. Intellectual Property Rights. Applicant represents and warrants that none of its information or business practices infringe any copyright, patent, trade secret, trademark, or other intellectual property right. Applicant agrees not to use any LegitScript intellectual property, including but not limited to LegitScript's logo and Seal (as defined herein), for any purpose except as expressly permitted by this Agreement.
- IV. License. Applicant represents, warrants, and agrees as follows:
- a. Applicant holds all necessary and valid license(s) from each jurisdiction required in order to comply with Applicable Laws. Applicant is in good standing to conduct business pursuant to the terms of its license(s), and will maintain and conduct its business in accordance with the requirements of its license(s) in all relevant jurisdictions.
 - b. Applicant is in compliance with all Applicable Laws regarding controlled substances. For example, if Applicant sells or distributes controlled substances in the United States, Applicant has a valid DEA registration in good standing and complies with all aspects of the Controlled Substances Act.
 - c. Applicant agrees to notify LegitScript within thirty (30) days of becoming aware of any change in status to its licensure status in any jurisdiction or its DEA registration (if applicable), including whether these licenses are in good standing.
 - d. Applicant agrees to notify LegitScript within thirty (30) days of becoming aware that it is the subject of any adverse or potentially adverse government or regulatory action related to its license(s), business or ethical practice, or the dispensing of prescription drugs ("Disciplinary Action"). Disciplinary Action shall be interpreted broadly and includes but is not limited to: suspensions, probationary statuses, reprimands, warning letters, consent

agreements, and any other similar regulatory communication from any Board of Pharmacy or regulatory agency, regardless of jurisdiction.

- e. Applicant will, at all times, employ or contract with a licensed pharmacist as required by law for the management of its pharmacy and the dispensing of prescription drugs.
- f. Applicant will only permit licensed pharmacists to dispense prescription drugs as required by Applicable Laws.

V. Dispensing Prescription Drugs. Applicant represents, warrants, and agrees that:

- a. Applicant does not dispense prescription drugs to any human or animal without receiving and verifying the existence of a lawful prescription for those drugs from a licensed healthcare practitioner. Except where expressly permitted by law or regulation, a valid prescription requires that the prescribing practitioner, or a covering practitioner, have physically examined the patient in person prior to issuing a prescription to that patient.
- b. Applicant will fully disclose affiliates in the application. "Affiliates" is defined as any individual, business, or entity who previously, currently, or is expected to have a commercial and/or professional relationship with the applicant organization or its principals. The failure to disclose all Affiliates may result in denial or revocation of the application.
- c. Applicant will not dispense any prescription drug in violation of any Applicable Laws, and will not receive, order, advertise, sell, or dispense any prescription drug that does not adhere to the jurisdictions' Applicable Laws.
- d. Applicant will arrange for the delivery of prescription drugs to consumers only in compliance with requirements of Applicable Laws, including any requirement for the signature of an adult for package delivery.

- e. Applicant will not provide prescription drugs to any pharmacy, hospital, licensed prescriber, or other entity without receiving and verifying the customer's relevant credentials, such as a valid pharmacy or doctor's license and will not distribute controlled substances in violation of Applicable Laws.

VI. Website Control.

- a. Applicant agrees to provide a full listing, to LegitScript, of all domain names, URLs, or websites ("Website(s)") that sell, offer, or conduct transactions for prescription drugs that are or are intended to be filled or dispensed by Applicant or a contractor of Applicant.
- b. Applicant agrees that all Websites that sell, offer, or conduct transactions for prescription drugs that are or are intended to be filled or dispensed by Applicant will abide by the standards of this Agreement.
- c. All transactions processed through any Website shall be directly confirmed, filled, and shipped by the licensed pharmacy identified by Applicant in this application.
- d. Applicant agrees that it will not link or otherwise refer Internet users to pharmacy websites or prescription drug selling websites that are not approved by LegitScript.
- e. Applicant agrees that any website from which it accepts or facilitates orders will clearly state, on either its Home Page, Contact Page, or About Us Page, the contact information for the actual dispensing pharmacy, including physical address, telephone number, and facsimile number.
- f. Applicant agrees to clearly display its privacy policy on a page that Internet users can easily view and access. Applicant agrees that its privacy policy will be compliant with relevant laws and regulations, including but not limited to the United States Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable, and will only provide information to third parties as permitted by

Applicable Laws.

- g. Applicant agrees that any information about transactions, customers, or prescription drug orders is processed using Secure Socket Layer (SSL) technology.

VII. License Agreement

- a. Subject to the terms of this Agreement and only after receiving the express written permission of LegitScript, LegitScript grants Applicant a non-exclusive, limited license to display the LegitScript Seal of Approval (“Seal”) on Applicant’s home page and utilize the External Credibility Report (“ECR”) (Seal and ECR are referred to collectively as “Approval”).
- b. LegitScript and Applicant agree that use of the Approval is subject to the conditions of this Agreement, Applicant’s successful completion of LegitScript’s certification process, and ongoing monthly monitoring. Applicant understands that LegitScript will charge Applicant a nonrefundable application fee prior to beginning the certification process. Additionally, LegitScript will charge Applicant a renewal fee and a monthly monitoring fee for use of the Approval, as described in [LegitScript’s Certification Pricing](#). **Application, renewal, and monthly monitoring fees (including any pre-paid fees) are not refundable under any circumstances**, and will not be returned as a prorated amount in the event of revocation or denial. For avoidance of doubt, if LegitScript determines for any reason that Applicant is no longer fit to utilize the Approval, LegitScript may terminate this Approval or Agreement and retain any fees previously paid to LegitScript, or collect any fees owed to LegitScript, without recourse.
- c. LegitScript may at its sole discretion modify its pricing terms. Changes that apply to Applicant will be provided with at least a 30-day notice from LegitScript to Applicant. In this event, Applicant has no obligation to continue use of the Approval and is free to terminate this Agreement.

- d. Applicant agrees that the Approval is the intellectual property of LegitScript and agrees not to register the Approval or any other LegitScript logo or symbol in any jurisdiction. Applicant agrees to use LegitScript’s symbol, logo, or the Seal only as expressly permitted by this Agreement. Applicant agrees that LegitScript is the sole and exclusive owner of the Approval and of any goodwill resulting from use of the Approval. However, Applicant is allowed to advertise itself as a “LegitScript-certified pharmacy website.”
- e. Use of the Approval constitutes an action indicating acceptance of the terms of this Agreement, and by use of the Approval, Applicant agrees to be bound by the Standards and any other LegitScript policy. Applicant may only use the Approval as long as Applicant remains certified by LegitScript, fulfills its payment obligations, and conducts business in accordance with the terms set forth in this Agreement. Applicant further agrees not to use or display the Approval in any manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to LegitScript or in a manner that impairs, or negatively impacts, any and all rights of LegitScript, including, but not limited to, rights in LegitScript’s trademarks or logos.
- f. Applicant agrees not to permit the use of the Approval on any website other than a website explicitly authorized by LegitScript.
- g. Applicant agrees that display of the Approval does not imply sponsorship or endorsement by LegitScript of Applicant’s products or services. The Approval will not be used or displayed in a manner suggesting such sponsorship or endorsement.
- h. Applicant agrees not to modify the Approval in any form including its size, and to automatically refresh images of the Seal in a timely manner. For avoidance of doubt, use of the Seal in a static form is not permitted on the Applicant’s website(s).
- i. Applicant recognizes that the Seal is an HTML-based or JAVA-based, trademarked (by LegitScript) symbol that contains information unique to Applicant, such as the domain name or URL

approved by LegitScript. When clicked or double-clicked, the Seal initiates a hyperlink that opens a page within LegitScript.com containing information about Applicant, including its certification status with LegitScript.

- j. Applicant agrees that the Seal will only hyperlink to a page within legitscript.com identified by LegitScript, and may not link to any other website.
- k. LegitScript reserves the right to terminate or modify Applicant's license to use the Approval at any time, and to take action against any use of the Approval that does not conform to the terms and conditions set forth in this Agreement, or infringes any LegitScript intellectual property right or interest.

VIII. Application Process.

- a. LegitScript agrees to make best efforts to review Applicant's application in a timely manner. Applicant agrees that LegitScript may revoke or deny certification should applicant fail to timely respond to LegitScript's requests.
- b. Applicant understands that LegitScript may reject its certification application. If Applicant chooses to appeal the rejection, Applicant agrees that appeals will take additional time and that it will bear additional costs, if any, related to the process of certification, including but not limited to licensure verification, website review, and DEA registration review.
- c. Applicant understands that Applicant must pay a nonrefundable application fee in full prior to LegitScript beginning certification review of Applicant.
- d. Applicant agrees to provide information to LegitScript required for application processing listed in the application form.
- e. Applicant agrees that LegitScript may disclose information about Applicant provided to LegitScript by Applicant or by other entities,

unless that information is subject to an additional confidentiality agreement between the LegitScript and Applicant. For example, LegitScript may disclose evidence of illegal activity to appropriate governmental authorities or violative content to LegitScript's corporate clients or other third parties.

- f. Applicant agrees that LegitScript is authorized to make inquiries and collect information from various sources about Applicant, including appropriate licensing boards.
- g. Upon LegitScript's request, Applicant agrees to provide information to LegitScript about its prescription drug suppliers, including prescription drug wholesalers.
- h. If Applicant has been subject to Disciplinary Action(s) (regardless of jurisdiction) and all Disciplinary Actions have been resolved to the satisfaction of LegitScript (in its sole discretion) and applicable regulatory authorities, Applicant understands that it may be awarded probationary certification. Applicant understands that LegitScript will award probationary certification in its sole discretion and that resolution of Disciplinary Actions alone does not guarantee that probationary certification will be awarded. Applicant understands that LegitScript may require additional information from Applicant in order to ensure ongoing compliance with LegitScript certification requirements and that heightened and more frequent LegitScript review of Applicant may be required. Applicant understands that LegitScript may revoke probationary certification status at any time and for any reason. Applicant understands that probationary certification pricing will be determined on a case-by-case basis.

IX. Verified Internet Pharmacy Practice Sites ("VIPPS") and Veterinary-Verified Internet Pharmacy Practice Sites ("Vet-VIPPS").

- a. Applicants that have been granted VIPPS or Vet-VIPPS accreditation by the National Association of Boards of Pharmacy® ("NABP") may be eligible for expedited review and special considerations.

- b. Applicant agrees that NABP's recognition of LegitScript Internet pharmacy certification standards does not constitute approval, certification, accreditation, or any other sort of recognition of Applicant or Applicant's products or business practices by NABP.
- X. General Use of LegitScript Materials. Applicant agrees that the materials, content, methodology, and concepts of the process and in LegitScript's online materials are owned by LegitScript and are protected intellectual property. Applicant agrees not to reproduce, modify, distribute, reverse engineer, or publicly display such materials. NOTE: LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE LEGITSCRIPT'S WEBSITE AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEGITSCRIPT SHALL CREATE A WARRANTY.
- XI. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LEGITSCRIPT, ITS OFFICERS, AGENTS, AND EMPLOYEES BE LIABLE TO APPLICANT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, (INCLUDING ANY LOST OPPORTUNITIES FOR ADVERTISING, OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) EVEN IF LEGITSCRIPT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LEGITSCRIPT'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF THE FEES PAID BY APPLICANT TO LEGITSCRIPT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE

TO THE CLAIM FOR DAMAGES, OR \$1,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.

- XII. Indemnification. Applicant agrees to indemnify, defend, and hold LegitScript, and as applicable its officers, directors, agents, employees, affiliates, suppliers, and partners, harmless from and against any claims, demands, causes of action, damages, costs, liabilities, judgments, penalties, and expenses (including but not limited to, reasonable attorneys fees and court costs), collectively "Action(s)," arising from this Agreement or relating to Applicant's use of the Approval or other services provided by LegitScript (including, without limitation, any claims arising from any representations Applicant makes about the Approval) or Applicant's breach of this Agreement or the documents it incorporates by reference, or Applicant's violation of any law or the rights of a third party. Applicant's defense and indemnification obligations shall survive the expiration or termination of this Agreement and shall apply regardless of Applicant's certification status.
- a. Indemnification Procedure. LegitScript shall promptly notify Applicant of any Action for which LegitScript believes it is entitled to be indemnified. LegitScript shall cooperate with Applicant at Applicant's sole cost and expense. Applicant shall immediately take control of the defense and investigation of such Action and shall employ counsel acceptable to LegitScript to handle and defend the same, at Applicant's sole cost and expense. LegitScript may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Applicant shall not enter into any monetary or non-monetary settlement or admit fault or liability on LegitScript's behalf without the prior written consent of LegitScript.
- XIII. Effective Date. The effective date of this Agreement is the date on which Applicant affirmatively agrees to these Terms and Conditions by completing and submitting the application. The Agreement will

terminate when either party provides notice to the other of termination, or upon conduct by Applicant that violates the terms of this Agreement, whichever is earlier.

- XIV. **Governing Law; Jurisdiction; Attorney Fees.** This Agreement and its interpretation and enforcement will be governed by the laws of the State of Oregon, U.S.A., without regard to conflict of laws principles and without regard to any international treaties or conventions, including the Convention on the International Sale of Goods. LegitScript and Applicant consent and submit to the exclusive jurisdiction of any state or federal court located in Multnomah County, Oregon, with respect to any dispute arising out of this Agreement; provided, that either party may seek injunctive relief for, or to prevent breach of, this Agreement in any court of competent jurisdiction without having to post a bond or show harm. If any action is instituted to enforce or interpret the terms of this Agreement, the prevailing party in such action will be entitled to recover its reasonable attorney fees and costs incurred in such action, at trial or on appeal, from the losing party.
- XV. Miscellaneous.
- a. Notices. Any and all notices to LegitScript must be made in writing and either mailed by first class postage to LegitScript at 818 SW 3rd Ave. #353, Portland Oregon 97204 or to such other address as LegitScript may hereinafter designate, or via electronic mail to certification@legitscript.com. Such notices will be deemed delivered when received.
 - b. Relationship. Applicant agrees that Applicant and LegitScript are independent parties and neither party is the legal representative, agent, joint venture, partner, or employee of the other party for any purpose whatsoever.
 - c. Force Majeure. LegitScript shall not be liable to Applicant for its failure to perform under this Agreement to the extent that any such failure results from any cause beyond LegitScript's reasonable control, including without limitation, acts of God, strike or other

labor dispute, electrical or power outage, the acts or omissions of a third party, earthquake, or weather.

- d. This Agreement is binding upon and shall inure to the benefit of LegitScript and Applicant and our respective successors and assigns. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or the right of the party to enforce that provision or any other provision. In the event that any provision of this Agreement is found to be unenforceable or invalid the parties agree that that provision will be changed and interpreted so as to best accomplish the objectives of the provision within the limits of applicable law or applicable court decisions. This Agreement constitutes the entire agreement between Applicant and LegitScript and supersedes any prior agreements with respect to the same subject matter between Applicant and LegitScript.
- e. Electronic submittal. Applicant acknowledges and agrees that electronic submission of Applicant's application together with this Agreement constitutes a binding agreement on Applicant.