

### **3 Year Recertification Plan Program Agreement**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT (THE "AGREEMENT"). THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE AMERICAN SOCIETY OF HEALTH-SYSTEM PHARMACISTS, INC. ("ASHP", "WE", OR "US"). PLEASE UNDERSTAND THAT BY CLICKING THE "I AGREE" CHECKBOX BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS FOR THE FULL ENROLLMENT TERM DESCRIBED BELOW. THIS AGREEMENT SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR ENROLLMENT IN ASHP'S 3 YEAR RECERTIFICATION PLAN THAT INCLUDES ONE OR MORE OF THE FOLLOWING SPECIALTIES: ASHP'S PHARMACOTHERAPY SPECIALTY, ASHP/APHA AMBULATORY CARE PHARMACY SPECIALTY, ASHP'S CRITICAL CARE PHARMACY SPECIALTY, ASHP'S PEDIATRIC PHARMACY SPECIALTY, OR ASHP'S GERIATRIC PHARMACY SPECIALTY. RECERTIFICATION RESOURCES INCLUDE ON-LINE MATERIALS (THE "RECERTIFICATION RESOURCES"). IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS AGREEMENT, YOU MUST NOT CHECK THE "I AGREE" CHECKBOX AND MUST STOP THE REGISTRATION PROCESS.

BY INDICATING ON THE CREDIT CARD PURCHASE PAGE THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH ASHP FOR THE FULL ENROLLMENT TERM.

The words "you", "your", or "user", whether or not capitalized, as used herein, refer to all individuals registering to access one or more of ASHP's suite of Recertification Resources.

#### **Access Authority and Conditions**

Subject to compliance with each of the terms of this Agreement, ASHP agrees to permit You to access and use ASHP's Recertification Resources during the Term of this Agreement. Your access to the Recertification Resources is subject to the following conditions:

1. You must be eighteen (18) years of age or older to purchase access to the Recertification Resources.
2. The Recertification Resources are to be accessed and used solely by You. Upon your successful registration You will be provided instructions that will permit

You to access, via ASHP Single Sign on, the Recertification Resources beginning immediately. Recertification Resources are allocated to your ASHP Single Sign on account, and are not transferrable to be used by any other persons. You may download material in accordance with the terms of Recertification Resources, as applicable. You are responsible for protecting and keeping your account confidential.

3. You acknowledge that You have no claim to ownership of the Recertification Resources by reason of its use or access to any of the material provided in the Recertification Resources. Recompiling, publication or republication of any portion of the Recertification Resources is strictly prohibited.
4. You may not use the Recertification Resources in any way which, in ASHP's reasonable judgment, adversely affects ASHP's business or business prospects or interferes with the ability of other members/users to use the Recertification Resources.
5. ASHP may terminate, update, alter, or supplement all or any part of the Recertification Resources at any time. By permitting access to the Recertification Resources, ASHP does not convey any interest in or to the Recertification Resources or any of ASHP's property or services. All rights, title and interest in and to the Recertification Resources are and shall remain in ASHP.
6. You agree that Your access to the Recertification Resources will be in compliance with any additional usage requirements provided by ASHP from time to time.

### **Recertification Plan Period**

This Agreement shall commence as of the date you click on the "I Agree" check box, pursuant to which you will be agreeing to be bound by the terms of this Agreement (the "Effective Date") and registering for the 3-Year Recertification Plan. The Agreement shall terminate on the date that is three (3) years from the date in which You were given access to the Recertification Resources (the "Term").

### **Recertification Plan Fees and Billing**

By registering for the 3-Year Recertification Plan and accepting the terms and conditions of this Agreement, You are agreeing to be billed either the ASHP Member rate of Twelve Dollars (\$12.00) per month or the Non-Member rate of Twenty Four Dollars (\$24.00) per month, as applicable (the "Recertification Plan Fee") beginning the first day of the month following your registration and ending upon the expiration of the Term of this Agreement. All payments of the Recertification Plan Fee will be in U.S. Dollars. All Recertification Plan Fee payments are non-refundable. You must pay the Recertification Plan Fee with either a credit or debit card payment (Visa, MasterCard, American Express, and Discover). You must provide ASHP with

accurate and complete payment information, including all of the following: (i) your name (as it appears on your credit/debit card), (ii) your credit/debit card number, (iii) the credit/debit card type, and (iv) the credit/debit card's expiration date. If, at any time during the Term of this Agreement, ASHP does not receive payments of your Recertification Plan Fee from your Credit Card Issuer or its agent, You agree to promptly pay all amounts due upon demand by ASHP or its agents. In the event your Recertification Plan Fee is past due for sixty (60) or more days, ASHP reserves the right to suspend your access to the Recertification Resources AND ANY OTHER ASHP PRODUCTS OR SERVICES (INCLUDING, FOR EXAMPLE, ASHP MEETINGS) UNTIL THE RECERTIFICATION PLAN FEE IS NO LONGER IN ARREARS. You are solely responsible for paying any taxes which may be imposed on your Recertification Plan Fee, including, without limitation any sales, use or value-added taxes.

You agree that ASHP is permitted to charge Your credit card on a monthly basis for the Recertification Plan Fee and any applicable sales tax and any other charges you may incur in connection with your use of the Recertification Resources. The Recertification Plan Fee will be billed automatically to your credit card unless and until you terminate the Term of this Agreement as outlined under Cancellation Rights. It is your sole responsibility to keep your credit card information current. If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your credit card information by going to "My Account" on [www.ashp.org](http://www.ashp.org). If you need assistance with this process you may call 866-279-0681 for assistance.

To maintain the ASHP Member rate, you must remain a member of ASHP throughout the duration of the Term. ASHP will run reports two (2) times per year, at a timeframe to be determined by ASHP, to verify Your membership status. If, at any time during the Term, ASHP discovers that You have let Your ASHP membership lapse, You hereby agree to be billed the Non-Member rate of Twenty-Four Dollars (\$24.00) per month. ASHP may increase the Non-Member rate each year, in its sole and absolute discretion, and You agree to pay the then-current Non-Member rate each month for the remainder of the Term or until such time as ASHP discovers that You have renewed Your ASHP membership. ASHP shall not issue You any refunds for any months during which you paid the Non-Member rate. To renew Your ASHP membership and revert back to the ASHP Member rate, contact ASHP Customer Relations at 866-279-0681.

### **Cancellation Rights**

You may not cancel this Agreement for any reason. ASHP may cancel this Agreement only if You breach any of the material terms of this Agreement.

### **Discontinuation Rights**

ASHP reserves the right to discontinue offering Recertification Resources at any time. If ASHP exercises this right, it will give You at least six months' advance notice of its intent to discontinue the Recertification Resources and the date on which the Recertification Resources will no longer be accessible (the "Discontinuation Date"). ASHP will not charge Your credit card after the Discontinuation Date.

### **Copyright and Proprietary Rights**

ASHP owns all of the copyrights in and to the Recertification Resources. Any unauthorized copying or other prohibited use of any of the material in the Recertification Resources may result in Your liability for copyright infringement under U.S. and/or foreign law.

### **Disclaimer of Warranties**

You acknowledge that all of the content of the Recertification Resources are provided on an "as-is" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Without limiting any of the foregoing, none of ASHP, its affiliates, or their respective members, directors, officers, employees, or agents (collectively the "ASHP Parties") warrants that the Recertification Resources will be available on an uninterrupted basis.

### **Limitation on Liability**

In no event will any of the ASHP Parties be liable for any special, incidental, indirect or consequential damages of any kind arising out of or in connection with your use, misuse, or inability to use of the Recertification Resources, whether arising in contract, tort, or otherwise.

You agree that in no event shall any liability of any of the ASHP Parties exceed the total amount of Recertification Plan Fees paid by you during the year prior to the date you assert a claim.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the ASHP Parties and their respective agents and assigns from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees and expenses) arising out of

or related to Your use of the Recertification Resources or any breach of any of the terms of this Agreement.

### **Amendments**

ASHP reserves the right to modify the terms and conditions of this Agreement at any time by posting a revised version hereof or by otherwise making such revised terms available for review by You. Any such modifications will supersede all prior versions after the revised version has been posted or otherwise made available as described above. Your continued use of the Recertification Resources after posting or availability constitutes Your agreement to the revision.

### **Nontransferable/No Assignment**

You may not assign this Agreement or any of Your rights hereunder. Any such attempted assignment shall be null and void.

### **Controlling Law**

This agreement shall be deemed to be a contract made under the laws of the State of Maryland, and for all purposes shall be governed, interpreted, and enforced in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (either of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

### **Mediation and Arbitration**

Any dispute or disagreement arising between the parties in connection with this agreement which is not settled to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other party in writing that such dispute or disagreement exists, shall be settled first by nonbinding mediation in the city of Bethesda, Maryland. There shall be one (1) mediator, the fees and costs for whom shall be shared equally by the parties. The parties agree that all parties, consultants, employees, agents and counsel involved in the mediation, along with the mediator, shall treat all aspects of the mediation as confidential and inadmissible in any arbitration or litigation proceeding to prove liability or damages.

In the event that any claim or controversy related to this agreement is not resolved pursuant to mediation, then such dispute or controversy shall be settled by binding arbitration in the city of Bethesda, Maryland, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party shall bear the cost of preparing and presenting its respective case. The cost of the

arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties, unless the award otherwise provides.

**General Provisions**

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between them with respect thereto. The nonenforcement or waiver of any provision of this agreement on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

Revised: 12/21/2017