

accessonline.ncpdp.org: Notice of Terms of Use

Last Updated: February 12, 2017

Read these **Terms of Use** for important information about our Services (as defined below).

Please read these Terms of Use carefully and completely before using <https://accessonline.ncpdp.org> (the “**Site**”) or any services, content, information or other website provided through or in connection with the Site (together with the Site, collectively, the “**Service**”). By using the Service (including any access to the Service), you expressly agree to be bound by these Terms of Use, by and between you and the National Council for Prescription Drug Programs (“**NCPDP**,” “**us**,” or “**we**”), which incorporates by this reference any additional terms and conditions posted by NCPDP through the Site, or otherwise made available to you by NCPDP. The information and resources contained on and accessible through the Service are made available by NCPDP and its suppliers and vendors, and other third parties, in each case subject to your agreement to these Terms of Use.

THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

We may update these Terms of Use at any time, and may notify you of such updates by any reasonable means, including by posting the updated Terms of Use to the Site. Any changes in the Terms of Use will not apply to any dispute between you and us arising prior to the date on which we posted the updated Terms of Use, or otherwise notified you of such updated Terms of Use. The “**Last Updated**” legend above indicates when Terms of Use were last changed. **YOU AGREE TO PERIODICALLY REVIEW THIS PAGE TO DETERMINE IF THE TERMS OF USE HAVE BEEN UPDATED. YOUR CONTINUED USE OF THE SERVICE FOLLOWING ANY UPDATES TO THESE TERMS OF USE SHALL CONSTITUTE NOTICE AND ACCEPTANCE OF THE UPDATED TERMS OF USE.**

Who May Use the Site

By using the Service, you affirm that you are of legal age to agree to these Terms of Use.

The Site is not directed to users under the age of 18. We do not knowingly collect personal information online from any person we know to be under the age of 18 and instruct users under 18 not to send us any information to or through the Site.

Disclaimer of Warranty

Although NCPDP reserves the right to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any

information, content, materials, services, products, functionality, or other resources (collectively, “**User Information**”) available on or accessible through the Service (even typographical or imaging errors), including the substance, accuracy, or sufficiency of any service or product information listed on the Service. Further, we do not represent that the Service will operate without interruption or error.

NCPDP does not accept any liability for the consequences arising from the application, use, or misuse of any User Information contained on or made available through the Service, including any injury and/or damage to any person or property as a matter of negligence or otherwise.

NCPDP also does not accept any responsibility for technical failures or for unauthorized access of user transmissions by third parties.

Your use of (including any access to) the Service and any other Internet sites, including any information contained on or otherwise made available by, them, is solely at your own risk.

NCPDP and its suppliers and vendors provide no guarantees, and disclaim any implied warranty or representation about, the User Information or the Service, or any User Information or the Service’s accuracy, relevance, timeliness, completeness, reliability, security, or appropriateness for a particular purpose.

NCPDP AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION, CONTENT, SERVICES, PRODUCTS, MATERIALS, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, MATERIALS, FUNCTIONALITY, AND OTHER RESOURCES ARE MADE AVAILABLE “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND.

Without limiting the generality of the foregoing, NCPDP makes no representation or warranty that the quality of any information obtained through the Service will meet your expectations, or that any password protection or other security measures will prevent unauthorized access to the Site or Service.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NCPDP OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS, OR PARTNERS (COLLECTIVELY, “**NCPDP PARTIES**”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED

ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION, OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, ANY DEFECTS IN THE SERVICE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Neither NCPDP nor its suppliers or vendors guarantee the accuracy, or completeness of any information or content available through the Service and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

THE OPERATION OF THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND NCPDP'S OR ITS SUPPLIERS' OR VENDORS' CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY NCPDP, ITS SUPPLIERS, OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO THE SERVICE OR INFORMATION WITHIN THE SERVICE.

WE AND OUR INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST DELETED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

WE AND OUR INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THESE TERMS OF USE, THE SERVICE, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY MERCHANDISE, PRODUCTS AND/OR SERVICES, INCLUDING WITHOUT LIMITATION CONTENT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR FOR SOFTWARE DISABILITY DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR ACCESS, VISITATION, AND

USE OF, OR RELIANCE ON, THE SERVICE OR ANY OF THE MERCHANDISE, PRODUCTS, SERVICES AND/OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge and agree that the limitations set forth above are fundamental elements of these Terms of Use and the Service would not be provided to you absent such limitations.

Indemnification

You hereby agree to indemnify, defend, and hold the NCPDP Parties harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the content on the Service, or any User Information that you submit, post, or transmit through the Service, your use of the Service, your connection to the Service, your violation of these Terms of Use, or your violation of any rights of another.

Changes to the Service

NCPDP and its suppliers and vendors may change or modify the information, services, products, or materials contained on or accessible through the Service, may charge, modify, or waive any fees required to use the Service (including any portion thereof), or discontinue the Service altogether, at any time without notice.

Materials

For purposes of these Terms of Use, "**Materials**" includes user IDs, email addresses, passwords, and any other forms of materials or information submitted by Service users through or otherwise in connection with the Service, regardless of whether such information is posted publicly or with password protection.

The Service is not designed or intended to be used as a disaster recovery or emergency data storage facility and you are responsible for creating and maintaining copies of your Materials prior to posting, uploading, or otherwise submitting such Materials through the Service.

NCPDP and its suppliers and vendors have no obligation of any kind with respect to Materials and are not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that they may receive regarding any Materials that you may use or allow others to use in connection with the Service (including Materials posted or submitted to the Service) before NCPDP and its suppliers and vendors take any remedial action that they consider, in their sole discretion, to be appropriate.

NEITHER NCPDP NOR ITS SUPPLIERS OR VENDORS CONTROL THE MATERIALS POSTED OR SUBMITTED TO THE SERVICE, NOR DO WE OR THEY HAVE ANY OBLIGATION TO MONITOR, SCREEN, POLICE, EDIT, OR ACKNOWLEDGE RECEIPT OF THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THESE TERMS OF USE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING

THE SERVICE. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK.

Your Obligations

You agree to use the Service only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Service (including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities, including with respect to the servers or networks used to make the Service available) will not be tolerated. You are strictly prohibited from communicating on or through the Service any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. We reserve the right to terminate or suspend your use of (including any access to) the Service, or parts of the Service, without notice, if we believe, in our sole discretion, that it is in violation of these Terms of Use, our requirements, or any applicable law, or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or any other third party, including any of our partners, affiliates, sponsors, providers, licensors, or merchants.

You must not post, transmit, or otherwise make available through or in connection with the Service any virus or other computer code, file, or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

You agree to provide true, accurate, current, and complete User Information in connection with the Service and you are responsible for the accuracy and completeness of the User Information and related data within your NCPDP profile. It is your responsibility to maintain and promptly update this User Information to keep it true, accurate, current, and complete. If you provide any User Information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of the Service.

Further, NCPDP pharmacy profiles available through the Service require an annual maintenance fee. If you do not keep your User Information and profile updated or pay the annual maintenance fee, NCPDP reserves the right to deactivate your account and/or NCPDP number. NCPDP will charge a fee to reactivate your account and/or NCPDP number in addition to any unpaid maintenance fees.

If you have authorized NCPDP to act as an Electronic File Interchange Organization (EFIO) on your behalf, you must update your NCPDP online profile within 30 days of any change.

Otherwise, you must update your data directly with CMS within the same timeframe. Doing so is required by federal law.

Because any termination of your access to the Service may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Service. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or the Service.

You may be asked to supply a user ID and password and other information to register to use all or part of the Service. We may refuse to grant you a user ID that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. For security reasons, we strongly recommend that user IDs and passwords be non-obvious, hard-to-guess, confidential, and changed on a regular basis, and that you log out at the end of each session. You are responsible for maintaining the confidentiality of your user ID and password and are fully responsible for all activities that occur in connection with your user ID or password such that, for all purposes under these Terms of Use, any activities in connection with your user ID or password will be deemed to be your activities. You agree to immediately notify us of any unauthorized use of either your user ID or password or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Service using your user ID or password. All user IDs and passwords remain the property of NCPDP, and may be cancelled or suspended at any time by NCPDP without any prior notice or any liability to you or any other person. NCPDP is not under any obligation to verify the actual identity or authority of the user of any user ID or password. If NCPDP, in its sole discretion, considers a password to be insecure, then we may cancel the password.

You must respond promptly to all email and other correspondence from NCPDP, including without limitation email and correspondence concerning complaints or concerns regarding your use of the Service and the use of your account.

Your submission of information through the Service is governed by our Privacy Policy for the Service, located at <https://accessonline.ncpdp.org> (“**Privacy Policy**”), which, among other things, explains how we seek to protect the privacy of the personal information that you provided to us through the Service.

You are responsible for obtaining, maintaining and paying for all hardware, software, and all telecommunications and other services needed for you to use the Service.

Termination

These Terms of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms of Use, you must cease your use of the Service, including any access thereto. Your use of the Service is at your sole risk. If you are dissatisfied with the Service, its content, or any of the terms, conditions, and policies of these Terms of Use, your sole and exclusive legal remedy is to discontinue using the Service.

If you breach any provision of these Terms of Use, then you may no longer use the Service.

If these Terms of Use are terminated for any reason, then: (a) the Terms of Use will continue to apply and be binding upon you in respect of your prior use of the Service (and any unauthorized further use of the Service), including payment of any charges accrued in connection with use of the Service and your indemnification obligations; (b) NCPDP may immediately remove from the Service and permanently delete and destroy any User Information that you or others may have submitted to the Service without any prior notice or liability to you or any other person; (c) any fees and charges previously paid by you for unused services will not be refunded; and (d) any rights or licenses granted to us under these Terms of Use will survive such termination.

Proprietary Rights

As between you and NCPDP, NCPDP (and its suppliers and vendors) owns the Service and all the content on the Service other than User Information, including text, graphics, legends, customized graphics, original photographs, data, images, music, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material. The Service and, other than User Information, all the content on the Service is subject to trademark, service mark, copyright, and/or other intellectual property rights held by NCPDP and its suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. NCPDP's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of NCPDP, or in any manner that is likely to cause confusion or otherwise violate our rights. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Service other than User Information that you submit through or otherwise in connection with the Service, or posting or otherwise making available this content (including selected portions of this content) in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of NCPDP is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any purpose other than for your personal use the Service (including any portion thereof) or the use (including any access to) thereof, or to collect any information about Site visitors or users of the Service, or otherwise systematically download and store Service content. You represent, warrant, and agree that you will not send, submit, upload, post, reproduce, transmit, or distribute any communication, content of any type through or in connection with the Service or otherwise that infringes or violates any rights of any party or violates these Terms of Use.

If you submit or otherwise provide to NCPDP any communications, content, or User Information, including, without limitation, any personal or commercial information, idea, concept, or invention, you hereby irrevocably grant to NCPDP an unrestricted, worldwide, perpetual, sub licensable (through multiple tiers), royalty-free license to use, reproduce, display

publicly, perform, publish, transmit, distribute, modify, create derivative works of, and otherwise exploit such information in any medium and for any purpose, and you further agree that NCPDP is free to (but has no obligation to) use any ideas, concepts, or know-how that you or individuals acting on your behalf provide to NCPDP in accordance with the foregoing license grant.

Electronic Communications

When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Location Based Services

If you enable location-based services on your computer or other device in connection with your use of the Service, you expressly consent to NCPDP or its suppliers or vendors collecting the precise location information of your device. This information may be used in accordance with the Privacy Policy for the Service. Please see the Privacy Policy for further information.

Third Party Resources

The Service may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, merchandise, functionality, and/or other resources (“**Third Party Information**”). These links and access are provided for your convenience and reference only. We do not control such Third Party Information and, therefore, we are not responsible for such Third Party Information, or any content posted on or made available by such Third Party Information. NCPDP does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Information, including without limitation the security of any information provided, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Information or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that the Service includes such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Information, or any content made available thereby. Because some Third Party Information employs automated search results or otherwise link you to Third Party Information containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Information, and you hereby irrevocably waive any claim against us with respect to such Third Party Information. Your use of any Third Party Information is at your own risk and is subject to any additional terms, conditions, and policies applicable to such Third Party Information (such as Terms of Service or Privacy Policies of the providers of such Third Party Information).

Governing Law

These Terms of Use, your use of the Service, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of Arizona, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. These Terms of Use will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

Dispute Resolution

ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR YOUR USE OF THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT NCPDP AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS OF USE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. The arbitration will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief, or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of these Terms of Use will continue to apply and be unaffected by this severability provision.

General Information

In addition to the rights and privileges described in these Terms of Use, we further reserve the right to elect to electronically monitor areas of the Service and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if we believe that such disclosure is necessary or appropriate to operate the

Service, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or merchants. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from the Service.

We control the Service from our corporate offices within the United States of America, and the Service is not intended to subject NCPDP to any non-U.S. jurisdiction or law. By using (including any access to) the Service you agree that such use (including any such access) is subject to the terms, conditions, and policies of these Terms of Use as well as applicable laws. The Service may not comply with legal requirements of foreign countries. Other countries may have laws, regulatory requirements, and medical practices that differ from those in the United States of America. Any portion of the Service or any other product or service provided by NCPDP is void where and to the extent prohibited by law, and you may not use the Service where it would be illegal to do so. We may limit the availability of the Service at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

Our failure to insist upon strict performance of any provision of these Terms of Use shall not be construed as an implicit waiver of any provision or right.

If any part of these Terms of Use is ruled to be unenforceable, then such part shall be severed, with the remainder of these Terms of Use remaining in full force and effect. These Terms of Use constitute the entire agreement between you and NCPDP governing your use of the Service. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction.

Contact Us

If you have a question or complaint regarding the Service or Terms of Use, please email us at privacy@ncpdp.org

Privacy Policy

Last Updated: January 13, 2017

This Privacy Policy describes the practices of the National Council for Prescription Drug Programs (“NCPDP,” “we” or “us”) in connection with information collected through <https://accessonline.ncdpd.org> (the “Site”). By using the Site, you agree to the terms of this Privacy Policy. If you have any questions or concerns about this Privacy Policy, or about the way your information is collected and used, please email us at privacy@ncdpd.org.

We may change this Privacy Policy from time to time in our discretion. The “**Last Updated**” legend at the top of this page indicates when this Privacy Policy was last revised. Any changes will become effective when we post the revised Privacy Policy on the Site. Your use of the Site following these changes means that you accept the revised Privacy Policy.

Who May Use the Site

The Site is not directed to users under the age of 18. We do not knowingly collect personal information online from any person we know to be under the age of 18 and instruct users under 18 not to send us any information to or through the Site.

The Site is designed for users from the United States and its territories, and is controlled and operated by us from the United States. By using the Site, you consent to the transfer of your information to the United States, which may have different data protection rules than those of your country.

The Personal Information We Collect

We want you to understand how personal information you provide to us is collected and used. NCPDP collects personal information from users of the Site to assign NCPDP Provider ID numbers, process changes of ownership, communicate electronically with the CMS NPPES system, and manage relationships and other pharmacy information. Personal information is any information that we can use to identify, locate, or contact you. We may collect and store your personal information when you provide it to us or to our service providers. Some examples of the information we may collect and when we collect it include:

- when you register for accounts on our Site
- when you indicate that you are interested in receiving information about our products or services, such as e-mail alerts, newsletters, and other notifications
- transaction information about how you interact with NCPDP
- your interactions with the Site and other online services
- how you use the Site, search terms, pages you visit, computer information and push notification services you request

- general location information from your browser or device, which we use for internal purposes only

NCPDP securely collects date of birth and Social Security Number in accordance with the CMS 455 regulation (CFR Title 42 Chapter IV Subchapter C part 455 Subpart B) for all NCPDP Provider ID numbers with the exception Non Pharmacy Dispensing Sites (NPDS). NCPDP does not collect date of birth or Social Security Number for NPDS.

If you choose not to provide your personal information to us, we may not be able to provide you with requested services or information.

If you submit any personal information relating to other people in connection with the Site, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Use and Disclosure of Personal Information

We use your personal information to assign NCPDP Provider ID numbers, process changes of ownership, communicate electronically with the CMS NPPES system, and manage relationships and other pharmacy information. This data is collected and maintained by use, as well as disclosed to and utilized by the industry for many purposes including but not limited to, claims processing, remittance functions, and drug and safety recall notification. We may also use your information to send marketing communications and administrative information to you

We may use personal information to personalize your experience on the Site, including for our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing our Site and new products and services, determining the effectiveness of our promotional campaigns, and operating and expanding our business activities].

The data maintained by NCPDP is not available to the general public. Access to this data requires a subscription wherein the accessing organization is contractually obligated to protect the data and to utilize for business practices related to your relationship with such third party.

We may disclose personal information to our service providers, who provide services such as website hosting, data analysis, payment processing, order fulfilment, information technology and related infrastructure provision, customer service, email delivery, auditing, and other services.

If we are requested by law enforcement officials or judicial authorities to provide personal information, we may do so. In matters involving claims of personal or public safety or in litigation where the information is pertinent (including to allow us to pursue available remedies or limit the damages that we may sustain), we may use or disclose personal information, including without court process. We may also use or disclose personal information to enforce our terms and conditions, to protect our operations or those of any of our affiliates, or to protect our rights, privacy, safety or property and/or that of our affiliates, you, or others.

We may use and disclose personal information to investigate security breaches or otherwise cooperate with authorities pursuant to a legal matter.

We may use and disclose information that does not personally identify you (including the information described under “**Cookies and Other Technologies**,” below) for any purpose, except to the extent limited by applicable law. If we are required to treat such information as personal information under applicable law, then we may use it for all the purposes for which we use and disclose personal information.

Links

The Site may contain links to, or otherwise make available, third-party websites, services, or other resources not operated by us or on our behalf (“**Third Party Services**”). These links are provided as a convenience only and do not constitute an affiliation with, endorsement or sponsorship of the Third Party Services. Any information you provide to such third parties is not subject to the terms of this Privacy Policy, and we are not responsible for the privacy or security of the information you provide to them or their handling of your information. We recommend that you review the privacy policy of any third party to whom you provide personal information online.

Information from Other Sources

We may collect data about you from publicly available sources to provide our services to you or our business partners. We may also obtain data provided by third parties. For example, we may obtain information from state licensing agencies to improve the accuracy of the information we have about you.

Security

We seek to use reasonable safeguards to protect personal information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately contact us in accordance with the “**Contact Information**” section below.

You are responsible for maintaining the confidentiality of your Services access information and password and for restricting access to your device(s), and you agree to accept responsibility for all activities that occur under your password.

Cookies and Other Technologies

Like many other websites and online services, we collect information about Site traffic and usage patterns through the use of cookies, Web server logs, and other, similar technologies. We use this information for various purposes, such as to ensure that the Site functions properly, to facilitate navigation, to personalize your experience, to understand use of the Site, to diagnose problems, and to otherwise administer the Site.

Cookies are small computer files we transfer to your computer's hard drive. These small text files help us personalize content on our pages. Your browser software can be set to reject or accept cookies. Instructions for resetting the browser are available in the Help section of most browsers.

Our use of cookies also allows us to collect and retain certain information about a website user, such as the type of Web browser used by our customer. Reviewing our Web server logs and our customers' use of our site helps us to, among other purposes, statistically monitor how many people are using the Site and for what purpose.

Your IP address is a number that is automatically assigned to the computer that you are using by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user accesses the Site, along with the time of the visit and the page(s) that were visited. Collecting IP addresses is standard practice and is done automatically by many websites, applications and other services. We use IP addresses for purposes such as calculating usage levels of the Site, helping diagnose server problems, and administering the Site.

Your Responsibility

By establishing an account through the Site, you agree that it is your responsibility to:

- Authorize, monitor, and control access to and use of your account, User ID and password.
- Promptly inform us of any need to deactivate a password or an account by emailing us at pharmacyhelp@ncdpd.org.

Contact Information

If you have any questions or concerns about this statement, or about the way your information is collected and used, please privacy@ncdpd.org.