# Terms of Use

YOUR USE OF THE FCC ONLINE WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

This Website, including all of its features and content (the "Website") is a service made available by The United States Pharmacopeial Convention, Inc. ("USP") and all United States Pharmacopeia and National Formulary information, and services provided on or through this Website (collectively, "Content") may be used solely under the following terms and conditions ("Terms of Use").

#### 1. Website Limited License.

As a user of this Website you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this Website and Content in accordance with these Terms of Use. The Website and its Contents are protected by copyright pursuant to U.S. and international copyright laws.

### 2. Limitations on Use.

The Content on this Website is for your personal use only and not for commercial exploitation. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content. You may not use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Website or the Content without USP's prior written permission. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Website, except to the extent permitted above. You may not use or otherwise export or re-export this Website or any portion thereof, or the Content in violation of the export control laws and regulations of the United States of America. Any unauthorized use of this Website or its Content is prohibited.

### 3. Not Legal Advice.

Content is not intended to and does not constitute legal advice, nor is anything submitted to this Website treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Website or materials linked from this Website is at your own risk.

## 4. Intellectual Property Rights.

Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that the Content and Website are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

## 5. Linking to this Website.

You may not provide links to this Website.

## 6. Registration.

This Website may require you to register. If registration is required, you agree to provide USP with accurate and complete registration information. It is your responsibility to inform USP of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page.

### 7. Errors and Corrections.

USP does not represent or warrant that this Website or the Content will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. USP does not warrant or represent that the Content available on or through this Website will be correct, accurate, timely, or otherwise reliable. USP may make improvements and/or changes to its features, functionality or Content at any time.

### 8. DISCLAIMER.

THIS WEBSITE AND THE CONTENT IS PROVIDED AS IS AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, USP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY OF A COMPUTER PROGRAM, AND THE IMPLIED WARRANTY OF ACCURACY. THERE IS NO WARRANTY THAT THIS PRODUCT OR THE INFORMATION CONTAINED WITHIN IT WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. USP MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE WEBSITE'S ACCURACY, COMPLETENESS, OR CURRENTNESS; AND USP SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USP SHALL NOT BE LIABLE ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. YOU AGREE THAT IN NO EVENT WILL USP BE LIABLE FOR THE RESULTS OF YOUR USE OF THE WEBSITE OR THE CONTENT, FOR YOUR INABILITY OR FAILURE TO CONDUCT YOUR BUSINESS, OR FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. YOU FURTHER AGREE THAT IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF USP FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO USP DURING THE PRECEDING TWELVE-MONTH PERIOD, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS, OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

### 9. LIMITATION OF LIABILITY.

USP SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEBSITE, OR THE CONTENT HEREOF. USP SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN

### CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE OR THE CONTENT.

### 10. Indemnification.

You agree to indemnify, defend and hold harmless USP, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Website from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you.

## 11. Unlawful Activity.

USP reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

### 12. Remedies for Violations.

USP reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to this Website and any other USP Websites and their features.

### 13. Governing Law and Jurisdiction.

The Terms of Use are governed by and construed in accordance with the laws of the State of Maryland and any action arising out of or relating to these terms shall be filed only in state or federal courts located in Maryland and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

## 14. Privacy.

Your use of this Website is subject to USP's <a href="Privacy Policy">Privacy Policy</a>.

## 15. Severability of Provisions.

These Terms of Use incorporate by reference any notices contained on this Website and USP's Privacy Policy and constitute the entire agreement with respect to access to and use of this Website and the Content. If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

#### 16. Modifications to Terms of Use.

USP reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on this Website and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of this Website after any such changes constitutes your consent to such changes.

## 17. Restricted Rights Legend.

Any software which is provided hereunder for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is The United States Pharmacopeial Convention, Inc., 12601 Twinbrook Parkway, Rockville, MD 20852.

United States Pharmacopeial Convention, Inc. 12601 Twinbrook Parkway Rockville, MD 20852 Telephone: 301.881.0666

Fax: 301-816-8236