**North Carolina Association of Pharmacists Copyright and Terms of Use**

The North Carolina Association of Pharmacists (NCAP) provides information, resources and services through the website www.ncpharmacists.org (the “Site”), including but not limited to an online forum allowing members and registered users to review other members and registered users’ comments, and post their own comments, and have online discussions and exchanges.

By using NCAP’s online-facilitated services, you hereby agree to be bound by the following Terms of Use. You are also required to comply with all applicable laws, ordinances and regulations.

**User Guidelines**.  Users of NCAP online-facilitated services (“Users”) shall observe the following rules and guidelines when posting content on the site and through NCAP social media pages that may be operated and/or controlled by unrelated third parties.

Users will not:

* Post someone else’s image or content without their express permission.
* Post or link to nudity, profanity or signs or symbols that could be interpreted as profane. Interpretation is at the discretion of the NCAP staff.
* Post comments or other content that is in violation of the NCAP Antitrust Statement.
* Post any other content that is unlawful, untruthful, harassing, threatening, discriminatory, or otherwise offensive.
* Impersonate any person or entity, or purposely create any false association with another person or entity.
* Post content or images that include or feature unauthorized or unpermitted use of intellectual property or confidential information owned by others.

NCAP has the right in its sole discretion, but not the obligation, to monitor user content, and/or remove or revise any user, item or content on the Site, or to prosecute any user for illegal activity or behavior not compliant with NCAP policies. NCAP may revise and enforce its policies in any manner or by any means that it deems necessary or appropriate without notice.  Any failure or delay by NCAP in enforcing NCAP Policies shall not constitute any waiver of NCAP’s rights with respect to any subsequent violations.

**Intellectual Property**.  NCAP is the owner or licensee of all text, images, designs, artwork and other content featured on the Site, including without limitation the trademark North Carolina Association of Pharmacists and design and related logos, unless otherwise noted on the Site. Other than as may be required to use the Services or for personal use, no copying, distribution, or other use of any of such content is permitted, absent the express written consent of NCAP.  When users post or request posting of content to the Site, the user is granting royalty-free, unlimited permission for NCAP to reproduce, distribute and display such posted content, for promotional purposes and other business, for through any NCAP media formats and media distribution channels.

**Copyright Infringement**.

If you believe any User-posted content on the Site infringes your copyright, you may file a claim by providing NCAP with the following:

1) Your or your authorized representative’s physical or electronic signature.

2) Clear identification/description of the copyrighted work claimed to have been infringed, or, if there are multiple copyrighted works at issue, a representative list of such works.

3) Clear identification/description of the material you claim is infringing, and information reasonably sufficient to allow NCAP to locate the material on the Site.

4) Your address, telephone number, and, if available, e-mail address.

5) A statement that you have a good faith belief that your copyright has been infringed and use of your material was not authorized.

6) A statement under penalty of perjury that the information in your notification is accurate, and that you, if not the owner of the copyright at issue, are authorized to act on behalf of the rights holder.

All such complaints should be forwarded to NCAP at the following address:
Penny Shelton, Executive Director
North Carolina Association of Pharmacists
1101 Slater Road, Suite 110
Brighton Hall
Durham, NC 27703

Upon receipt of a complaint, NCAP will promptly remove or disable the content at issue from the Site as required by law.  Repeat offenders may be permanently removed or blocked from using the Services.  If your content has been removed or blocked due to another party’s complaint, you may be entitled to file a counter-statement, and you are encouraged to confer with legal counsel.

**Limitation of Liability**.  Under no circumstances shall NCAP be liable for any punitive, incidental, direct or consequential damages, claims, expenses, costs, injury, harm, demands, injunctive relief or losses of any kind (including attorneys’ fees) (collectively, “Damages”), incurred by any person or entity, that might arise from or otherwise relate to the authorized or unauthorized use of, reliance upon, misuse of, communications or interactions through, or the inability to use the Services, the Site and/or the materials contained on the Site or any of NCAP’s other online content, even if NCAP had been advised of the possibility of such damages. NCAP also assumes no liability for improper or incorrect use of materials or information contained within the online resources or featured on the Site.  All materials that appear on the Site or any NCAP online resource are distributed and transmitted "as is," without warranties of any kind, either express or implied, and subject to the terms and conditions stated in this disclaimer.

The Site may provide or feature links to third party web sites.  NCAP neither endorses nor assumes responsibility for any such third party web sites, and cannot ensure their availability or accuracy in any way.

BY USING THE SITE, YOU HEREBY RELEASE NCAP AND EACH OF ITS REPRESENTATIVES, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS, PREDECESSORS, ASSIGNS, HEIRS, SERVICE PROVIDERS AND SUPPLIERS, FROM ALL DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, DIRECT AND INDIRECT, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO NCAP, THE SITE OR SERVICES OR ASSOCIATED CONTENT.  THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

As a condition of posting on any NCAP online resource or accessing or otherwise using the Site or NCAP online-facilitated service, you agree that any dispute that cannot be resolved between you and any other parties, and causes of action arising out of or connected with these resources shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in the State of North Carolina, which court shall apply the laws of the State of North Carolina without regard for rules of conflicts of law.

For questions concerning our online policy, please contact:

North Carolina Association of Pharmacists
Penny Shelton, Executive Director

penny@ncpharmacists.org