

CAP PROGRAM ORDERING AND SHIPMENT; WEBSITE TERMS AND CONDITIONS

By accessing or using the College of American Pathologists (“CAP”) website (“Website”) or placing any program order with the CAP, you agree to all of the following respective provisions and enter into a legally binding agreement (“Agreement”) with the CAP. The CAP reserves the right to modify this Agreement at any time by posting such modifications to the Website. Additionally, you agree to the terms and conditions posted in other areas of the Website. This Agreement’s terms and conditions supersede any terms and conditions supplied by you. Unless otherwise stated, U.S. Commercial Code prevails. All references to dates in this Agreement, except for the effective date of this Agreement, refer to the program year. In the case of terms pertaining to program ordering and shipment, the terms “you”, “your”, and variations thereof refer to the entity that is placing such order(s). In the case of terms pertaining to Website access or usage, the terms “you”, “your”, and variations thereof refer to the entity accessing or using the Website.

A. Program Ordering and Shipment

1. Contact

Where set forth in this Agreement that you shall contact the CAP Contact Center, you shall contact the CAP Contact Center as follows:

- a. Telephone: 800-323-4040 or 847-832-7000 (Option 1) or
- b. E-mail: contactcenter@cap.org

Where set forth in this Agreement that you shall contact the CAP Customer Data Management team, you shall contact the Customer Data Management team as follows:

- a. Facsimile: 847-832-8168
- b. E-mail: cdm@cap.org

2. Pricing

a. General

The CAP reserves the right to change the published prices and ship dates for its programs. Prices quoted exclude taxes, shipping fees to selected regions, duties, and other applicable charges. All prices are subject to change without notice. For Proficiency Testing (“PT”)/External Quality Assessment (“EQA”) orders placed by October 31, payment terms are extended until December 1. For orders placed after November 1, payments shall be due thirty days from the invoice date.

b. Quotes

You shall contact the CAP if your institution requires a price quote prior to submitting payment. Upon receipt of the price quote, submit the completed order form, including payment method, to the CAP for processing of your order.

3. Ordering and Shipping

a. General

For PT/EQA orders you agree to allow seven to ten business days for product delivery except for expedited service types such as next day or two-day air services. International shipments shall require

additional transit time. You shall provide a complete shipping address, telephone number, fax number, email address, and contact name on your order form. Street addresses are preferred for shipping, but if you cannot have your order shipped to a street address, you shall contact the CAP Contact Center to notify the CAP accordingly. All shipments are made CPT (Carriage Paid To) Destination. For Publication orders U.S. standard shipping and handling fees are an additional ten percent of your pretax order price. Shipping and handling charges for rush Publication orders (two-day and next day air services) are fifteen percent and twenty percent of pretax order total respectively. An e-Store acknowledgement shall be presented online after placing your order. A separate order confirmation shall be emailed to the shipping contact once the inventory has been confirmed. You shall order PT/EQA by December 1 in order for the CAP to ensure full participation as some programs have limited material availability. PT/EQA orders placed after December 1 shall be processed by date of receipt and prorated per program availability. The CAP shall make commercially reasonable efforts to accommodate orders processed after this date, dependent on specimen availability and stability, and the shipping schedule. The CAP shall not charge shipping and handling for binders that are included with your PT/EQA order. The purchase of additional binders shall incur a shipping and handling fee.

b. Permits

Some countries may require additional import permits or certificates of origin for customs clearance (regardless of dangerous goods status of a program). You shall work with your in-country distributor and local authorities to determine if any permits are required. As a recipient, you are responsible for obtaining any import permits/documents and forwarding these to the CAP or your local distributor for inclusion with the program shipment or customs clearance at the port of entry. You shall provide these same documents to your freight broker or the local Federal Express ("FedEx") office. You shall not use the CAP Surveys catalog program descriptions for permit preparation and customs clearance documents. Program specifications may have changed after catalog publication or do not provide sufficient detail. Ask your in-country distributor or contact the CAP to obtain such information.

Programs with dangerous goods materials may require special permits and incur additional shipping and handling charges, and you agree to obtain such permits and pay such additional charges. You shall monitor permit expiration dates and submit a new permit a minimum of six weeks prior to the scheduled ship date and at the time of ordering. You shall check with your in-country distributor which may have longer lead time requirements, and you shall adjust your permit obligations accordingly. Permits shall contain an extended expiration date of December 31 in order to cover all shipments. Program materials shall not ship without all required documentation.

c. Additional Documentation

You shall contact the CAP Contact Center if you require additional documentation to place orders or receive shipments. Examples of available documentation include: U.S. IRS Form 6166 Certificate of Residency, Articles of Incorporation, and the CAP's tax status.

d. Dry Ice

Some PT/EQA shipments are packed on dry ice to maintain stability. Dry ice shipments are shipped as UN1845 dangerous goods shipments. Due to sublimation, there may not be any dry ice present when you open your kit. This condition is not an indication that the program material has been compromised.

If your country does not allow dry ice shipments, your program material shall be packaged with cool packs that may not be as effective in maintaining a cool environment. When you receive your shipment you shall follow the kit storage instructions immediately to avoid potentially compromising the program material.

e. Stability

Some program materials have limited stability and therefore, may not be available in certain countries. For more information, contact the CAP or your in-country freight distributor's customer service department. The CAP strives to deliver all program materials in a stable condition. Program materials that must be kept cold shall ship with frozen cold packs or dry ice as needed and allowed by country importation regulations. If transportation to your location cannot meet these conditions, replacements may not be available. If the CAP accredits your international laboratory, the CAP requests that your laboratory perform testing on limited stability materials. If unacceptable results are achieved and it is established that it is due to shipping conditions, your laboratory may review options with the CAP Laboratory Accreditation Program staff at accred@cap.org.

f. Carriers

The CAP shall send all standard proficiency testing program shipments via FedEx. However, if you are specifically requesting shipment via a freight forwarder **at your expense**, you shall provide the CAP with your final shipment address, account number, and the freight forwarder's U.S. domestic address and contact information.

g. Special Requirements

You shall discuss any special shipping requirements or updates with the CAP Customer Contact Center staff. You shall communicate all requests for special shipping arrangements to the CAP Contact Center a minimum of six weeks prior to the stated program ship date.

h. Commercial Invoice

CAP shall affix commercial invoices to packages as required by international shipping conventions. The commercial invoice is an official transaction record between an exporter and an importer. Customs officials use this form to clear your shipment. The invoice total listed on the commercial invoice is not an amount due to the CAP or your country. The invoice total is listed for the purpose of computing duties and taxes.

i. Delivery

CAP programs shall be shipped via door-to-door service whenever possible. In instances where your country does not allow delivery to your door, the CAP may only arrange shipment to an airport. In these instances you shall be notified when a program has been cleared and is ready for pickup. You shall pick up your shipment at that point. If you refuse to pick up your shipment, your order for any remaining shipments may be canceled.

j. Carrier Contact

Carriers or customs officials may attempt to contact you if there are issues regarding clearing your shipment. Please respond to these requests for additional information as soon as possible. Contact the CAP if you need additional information to expedite clearance. If you fail to timely respond to information requests from carriers and customs officials, the following may occur: 1) you may incur additional charges for storage and management fees, and 2) you may incur additional fees due to disposal or return of your shipment.

4. Duties and Taxes

You agree to pay or reimburse CAP for all federal, state, or local sales, use, personal property, excise, withholding or other taxes, fees, or duties arising out of your program order. The CAP federal tax identification number is 36-2118323. The CAP shall calculate and add appropriate taxes for your locale to your invoice if your institution is subject to sales tax. Include applicable taxes with your prepaid order. If your organization is not subject to sales tax, and you have not previously notified the CAP, please submit a copy of your tax exempt certificate to Customer Data Management. Please note in the email/fax subject line "Tax Exempt Certificate". Additional duties or import fees are your responsibility.

5. Payment

You shall use one of the following methods of payment:

- a.** Checks: Make payable to the College of American Pathologists in U.S. dollars.
- b.** Credit Card: Include number, expiration, cardholder's name, and authorized signature.
- c.** Purchase Order: A purchase order indicates a future commitment to pay using one of the following methods:
 - i.** Purchase Order # - indicate the purchase order number.
 - ii.** Letter of Authorization – If your institution does not use a purchase order system, a signed letter of authorization on your institution's letterhead shall be included with your order. You shall include payment method (draft, bank transfer, etc.) information in your letter of authorization and enter "Letter of Auth" in the purchase order field of the Payment Information section.

6. Wire Transfer Information

a. General

You shall include all bank fees with your payment. The CAP is not responsible for bank fees incurred while remitting payment. You shall make arrangements with your local financial institution to include all wire transfer fees, including fees charged by intermediary banks, during a funds transfer. Short payment due to deduction of intermediary bank fees shall leave an open balance on your account, which you shall pay in your next wire transfer to the CAP.

b. Remit

- Remit wire transfer payment to: 1)
BMO Harris Bank N.A.
311 West Monroe Street
Chicago, Illinois 60606 USA
- 2) Phone: 312-461-2121
 - 3) Account Number: 223-733-7
 - 4) ABA Number: 071000288
 - 5) SWIFT #: HATRUS44

c. Customer Information

Include the following information:

- 1) Customer Name
- 2) CAP number
- 3) Account number
- 4) Invoice and/or order number

7. Returns and Refunds

You shall provide the CAP with cancellations for PT/EQA program materials no later than **six weeks** prior to the ship date in order for you to receive credit for canceled programs. A refund shall not be issued for any online programs or for paid fees once a PT/EQA program material shipment has been released. The CAP does not accept returns for PT/EQA programs.

Publications that do not meet your expectations may be returned within 30 days of purchase, if in their original condition, to:

Customer Data Management
College of American Pathologists
325 Waukegan Road
Northfield, IL 60093
USA

8. Biohazard Information/Warning Statements

- a. The Centers for Disease Control and Prevention (“CDC”) has classified all bacterial and viral strains used in PT/EQA challenges as no greater than Biosafety Level 2. You can find a full description of Biosafety Level 2 handling requirements, as defined by the CDC Office of Health and Safety in Biosafety in Microbiological and Biomedical Laboratories, at <http://www.cdc.gov/biosafety/publications/bmb15/index.htm>.
- b. All PT/EQA program materials shall include a biohazard warning statement appropriate for handling of the material.
- c. PT/EQA program materials that do not include etiologic agents shall still be handled in keeping with CDC universal precautions and Occupational Safety and Health Administration (“OSHA”) blood borne pathogen rules.
- d. The CAP shall provide Safety Data Sheets (“SDS”) via the Website, **CATALOGS, ORDERING, AND SHIPPING**.
- e. If you are a domestic customer ordering the LPX program for the first time, you shall certify (by accepting these terms and conditions) your facility has a properly functioning, certified Class II Biological Safety Cabinet and that you are capable of handling Category A and B agents.

9. Pre-licensure/Reinstatement Service

- a. The CAP provides PT/EQA samples to laboratories that may need to perform pre-licensure testing before beginning patient testing and/or reinstatement testing due to PT failures. Contact the CAP for cost and availability.
- b. PT/EQA samples with limited stability are not available for pre-licensure/reinstatement testing.
- c. Reinstatement evaluations shall be provided upon submission of results to the CAP.

10. Program Usage and Materials

- a. You shall use all PT/EQA program materials for proficiency testing use only.
- b. You shall not transfer or incorporate PT/EQA samples, their progeny, unmodified derivatives, or modifications thereof into a program intended for sales or uses other than proficiency testing, quality assurance, or education.
- c. When you dispose of PT/EQA samples, their progeny, unmodified derivatives, or modifications thereof, reagents, and disposable equipment used in proficiency testing, you shall autoclave or incinerate and dispose of these as hazardous waste.
- d. All directions concerning use of the program materials are guidance only.

- e. No license is either granted or implied by the sale of any program.

11. PT Referral

In accordance with CDC rules and regulations, including, but not limited to CLIA '88, as amended, you shall test the PT/EQA specimens you receive in the same manner as you test patient specimens. You shall test specimens with your laboratory's **regular workload**, using your laboratory's **routine methods**, and the **same number of times** it routinely tests patient specimens. However, your laboratories **shall not communicate results, share proficiency testing specimens, or refer proficiency testing specimens** to a laboratory with a **different CLIA number** for tests not on the laboratory's menu even if the referral for testing is routinely performed for patient specimens.

Export Compliance

The specimens and material and any related technology including technical information supplied by the CAP or contained in documents (collectively "items") are subject to export controls of the US government. The export controls may include, but are not limited to, those of the export administration regulations of the US Department of Commerce (the "EAR"), which may restrict or require licenses for the export of items from the United States, their re-export, and the import of any item. The CAP will not export or distribute any item to any restricted or embargoed country or to any person or entity whose participation has been denied or restricted by the US government.

By submitting an order for any materials or services, you the Buyer, acknowledge that you are following compliance with international trade laws of the US and those of your country. You agree to cooperate fully with CAP in any official or unofficial inspection related to applicable export or import laws or regulations. Further you shall indemnify and hold CAP harmless from, or in connection with, any violation of US export laws by your employees, consultants, agents, or customers.

B. Website

1. Abuses, Monitoring, Deletion, and Disclosure

The CAP reserves the right to expel users and prevent their further access to the Website for violating this Agreement or the law, and the CAP reserves the right to remove communications that are abusive, illegal, or disruptive. The CAP reserves the right to monitor, delete, or disclose any content posted by users for violation of this Agreement. The CAP may monitor, delete, or disclose any such content if required in the course of normal operation and maintenance of the CAP or if required to do so by law or in the good-faith belief that such action is necessary to:

- a. comply with law or comply with legal process;
- b. protect and defend the rights of the CAP or others; or
- c. protect the personal safety of the CAP's users, sponsors, or the public.

This "Abuses, Monitoring, Deletion, and Disclosure" section sets forth certain rights of the CAP, however, the CAP shall have no obligation to perform any actions based on this section.

2. Copyright, Limited License, and Permitted Uses

The information accessible on the Website (including, but not limited to, the educational materials, scientific content, graphic designs, video, audio, photographic or literary content) is owned by the CAP, its business associates, or third parties. You are authorized to use this information provided on the Website solely for your personal use. You may not access or use this information for commercial, competitive, or any other purposes. You may not modify, republish, post, transmit, or distribute any information without the express

written consent of the CAP. The CAP expressly retains all right, title, and interest in and to its proprietary information. Your failure to adhere to these provisions may subject you to serious penalties under applicable copyright law.

Unless otherwise noted, all materials posted on the Website, including all images and the source code used to create elements of the Website, are copyrighted by the CAP. Except as indicated below or as permitted by Copyright Act, 17 U.S.C. §107, use of such material or source code without the express written consent of the CAP is prohibited.

Except as may otherwise be prohibited, permission to make digital or physical copies of part or all of this work for personal or classroom/educational use is granted, provided copies are not made or distributed for profit or commercial advantage and provided further that the CAP's copyright notice and full citation are included in the copies or displayed with full or partial images. Permission to make any other copies, to republish, to pull down servers, or redistribute to list servers requires prior written authorization from the CAP.

You shall direct any requests for permission to use copyrighted material to the [CAP WEB DEPARTMENT](#). You agree to adhere to copyrights for material on this Website owned by parties other than the CAP. You agree to adhere to specific copyright and disclaimer notices for [CANCER PROTOCOLS](#) , [ACCREDITATION CHECKLISTS](#), [ARCHIVES OF PATHOLOGY & LABORATORY MEDICINE](#), and other materials protected under copyright.

3. CAP TODAY

The CAP does not necessarily endorse views and opinions expressed in [CAP TODAY](#). The appearance of display or classified advertising in this publication or on the Website is not a CAP guarantee or endorsement of the product or the claims made for the product by the manufacturer.

4. Informational Nature of the Site: No Medical Advice

The information on the Website is intended for educational and communication purposes and should not be construed as medical advice. This information should not be used in place of seeking professional medical advice, diagnosis, or treatment by licensed practitioners. The CAP does not practice medicine or law, and does not offer any other professional advice or services. You assume full responsibility for appropriate use of the information available through the Website.

If you think you may have a medical emergency, seek immediate medical attention. The CAP does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

5. CHILDREN AND INTERNATIONAL USERS

Except as otherwise expressly stated, the Website is designed for adults 18 years of age or older. Persons under the age of 18 are not permitted to use the Website. By using the Website, you agree to provide the CAP with accurate information concerning your age or identity as requested by the CAP. You also agree not to assist anyone under the age of 18 in accessing the Website.

If you are not a United States resident, you may access the Website solely at your own risk, and you are responsible for compliance with your local laws and regulations, if applicable. By disclosing your personal information to the Website, you consent to the uses of such information described in the Privacy Policy (a link to the Privacy Policy is located at the bottom of any page of the Website) and acknowledge that such disclosure and use shall be governed by the applicable law of the United States, applicable state law, and not the law of your home country. You agree not to disclose any personal information to the Website if you do not agree to the foregoing.

6. Information Presented by Users and Third Parties

Any content and/or opinions uploaded or submitted by users, visitors, or contributors of the Website, including all materials, articles, hyperlinks, documents, spreadsheets, presentations, images, individual user profiles, comments, opinions, or other dialogue, any other content or opinions in any form and responses to questions (hereinafter “User-Posted Content”) are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of the CAP. The CAP makes no representation or warranty regarding User-Posted Content that is posted or uploaded by users of the Website or other third parties, and the CAP expressly disclaims any and all liability related thereto. By using the Website, you agree to indemnify and hold the CAP harmless from any and all claims arising out of User-Posted Content.

The CAP works with a variety of third parties to provide the services available on the Website and to provide links to other websites. These entities may supply information that is posted on or accessible through the Website, and, solely in the case of accrediting bodies, may set standards applicable to certain content. Such third parties do not control the content or the operation of the Website. Your reliance on any information, products, or services appearing on the Website, whether provided by third parties, users, visitors, or contributors to the Website, is solely at your own risk.

7. Definition and Use of Cookies on the Website

The CAP may make use of cookies in providing you access to the Website. A cookie is a text-only string of information sent by a Web server to store on a Web browser so it can later be read back from that browser.

This is useful for having the browser remember some specific information. The use of cookies on the Website is intended for both assisting access to specific areas of the site and gathering information about the use of the Website with the intention of improving content, focus, and navigation.

8. Links to Related Sites

The CAP may provide links to the websites or services of third-party sites. Links to such third-party sites do not constitute an endorsement by the CAP of such sites or the products, content, materials, or information presented or made available by such sites. You acknowledge and agree that the CAP is not responsible for any damages or losses caused or alleged to have been caused by the use of any third-party sites or from the products, content, material, or information presented by or available through those sites. Requests for links to other websites shall be evaluated using the CAP guidelines. The CAP shall have sole discretion regarding whether to allow or deny such links on the Website.

9. Disclaimer of Endorsement

Unless specifically indicated, references made directly or indirectly (e.g., via links) on this site (or in a [CAP POLICY](#) or position statement, publication, or a presentation at a CAP program or seminar) to any information, vendor, company, product, or service are not intended to constitute or imply the official position of or endorsement or recommendation by the CAP of such references. Likewise, failure to reference the name of a vendor, company, product, or service shall not be construed as the CAP’s disapproval of such references.

10. Support for Website

Commercial support and sponsorship for the Website may be accepted only in accordance with guidelines established by the CAP. Clear identification of those companies that provide support for the Website is made on the Website.

11. Accreditation

The CAP is not responsible for ensuring the validity of any continuing education or maintenance of certification credits; issuing notification of credits or certification; ensuring the sufficiency of credits for license renewal, hospital boards, maintenance of certification, or recognition programs; ensuring any Website content is sufficient to earn continuing education credit; or ensuring the accuracy or completeness of personal transcripts.

12. Password and Security

You are solely responsible for maintaining the confidentiality of any user name and password you may use to access the Website or any portion thereof, and you are fully and solely responsible for all activities that occur under your password or account. You agree (i) to notify the CAP immediately of any unauthorized use of your password or account or any other breach of security and (ii) to ensure that you exit from your account at the end of each session. The CAP shall not be liable for any losses or damages arising from your failure to comply with this provision.

13. Privacy

- a. Your use of the Website is governed by the [CAP PRIVACY POLICY](#), which is incorporated into this Agreement by reference. By using the Website, you indicate that you understand and agree to the practices described in the Privacy Policy. The CAP's Privacy Policy may be accessed by clicking on the Privacy Policy link at the bottom of any page of the Website.

C. General

1. Disclaimer of Warranty

THE SERVICES THE CAP PROVIDES TO YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO ALL SERVICES RELATED TO ORDERING AND SHIPPING, THE WEBSITE, AND ALL SERVICES AND INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. WITHOUT LIMITING THE FOREGOING, THE CAP MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, VIDEO, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE WEBSITE.

THE CAP DOES NOT WARRANT THAT THE SERVICES THE CAP PROVIDES TO YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL SERVICES RELATED TO ORDERING AND SHIPPING, THE WEBSITE, OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS, ITEMS OR OTHER MATERIALS USED IN CONNECTION WITH THE WEBSITE, SHALL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS SHALL BE CORRECTED. ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR USE OF THE INFORMATION AND FOR ANY RESULTS OR LACK OF RESULTS FROM THE USE OF SUCH INFORMATION.

2. Limitation of Liability

IN NO EVENT SHALL THE CAP BE LIABLE FOR ANY CLAIMS OR LOSSES WHATSOEVER OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AND

WHETHER ARISING FROM AN ACTION IN CONTRACT, TORT, OR OTHERWISE, RELATED TO OR IN CONNECTION WITH THE SERVICES THE CAP PROVIDES TO YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO ALL SERVICES RELATED TO ORDERING AND SHIPPING, THE WEBSITE, AND ALL SERVICES AND INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CAP SHALL NOT BE LIABLE FOR ANY CLAIMS OR LOSSES IN CONNECTION WITH ERRORS, OMISSIONS, OR INACCURACIES OF INFORMATIONAL CONTENT, OR ANY DECISION MADE IN RELIANCE ON THE INFORMATION CONTAINED ON OR ACCESSIBLE THROUGH ANY ORDERING OR SHIPPING SERVICES OR THE WEBSITE.

YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THE WEBSITE IS TO DISCONTINUE USING THE WEBSITE AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THE CAP IS NOT LIABLE FOR LOSS OR DAMAGE CAUSED BY FORCE MAJEURE.

3. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CAP HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON ANY SERVICES RELATED TO ORDERING AND SHIPPING, THE WEBSITE, OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE.

4. Intellectual Property

Insofar as any intellectual property rights relate to this Agreement, you shall not infringe any intellectual property rights of the CAP, and you shall not infringe any intellectual property rights of any third party.

5. Choice of Law; Entire Agreement; Severability; No Waiver

This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Cook County, Illinois for any claims arising out of this Agreement.

This Agreement, along with any other agreements incorporated within it by reference, constitutes the entire agreement between you and the CAP with respect to the use of the Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of the CAP to exercise or enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

6. Survival; Claims

The provisions of this Agreement, which, by their nature, would continue beyond termination or expiration of this Agreement, shall survive such termination or expiration.

Any claims or actions arising in connection with your use of the Website or any content shall be brought within one (1) year of the date of the event giving rise to such claims or actions. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

7. No Assignment

You shall not assign any of your rights and obligations under this Agreement to any other party without prior express written consent of the CAP.

8. CAP Name and Logo

The name and logo of the CAP are trademarks of the CAP. Without the express written consent of the CAP, you shall not use such name or logo in a manner that suggests that you or your products or services are affiliated with or endorsed by the CAP. You shall not use the CAP name or logo in a manner that puts the CAP in a false light.