



Verification Program Membership Agreement

Protecting the Public Health:
Helping Consumers Find Information About
Verified Online Pharmacies that Sell
Affordable Medications

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PharmacyChecker Verification Program Membership Agreement

PharmacyChecker reserves the right to approve and/or terminate membership in the verification program at any time based on its determination of compliance/non-compliance with PharmacyChecker's standards, policies and/or agreements.

Section I: Compliance with the Verification Program

1.0 Company represents, warrants and agrees that all information Company, its owners, directors, employees, and/or any person associated with it provides to PharmacyChecker will be truthful and accurate, and that such Content shall not be defamatory or infringe any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any kind (collectively "IP Rights").

1.1 Company represents, warrants and agrees Company, its owners, directors, employees, and/or any person associated with it must provide PharmacyChecker with all information relevant to the operations. Company understands and agrees that omitting information, especially unfavorable information, is considered untruthful, deceitful and fraudulent and may result in immediate termination of review of a pharmacy's application and/or termination of a pharmacy's membership.

1.2 Company represents, warrants and agrees that PharmacyChecker reserves the right to refuse and/or disqualify Verification Program membership applications if pharmacies, owners, directors, employees and/or any person associated with it, was, directly or indirectly, found by PharmacyChecker to be in violation of the Verification Program or has previously been rejected, denied, terminated and/or banned from the Verification Program.

1.3 Company represents, warrants and agrees that PharmacyChecker Verification Program application, inspection (where applicable) and monthly membership fees are non-refundable.

Section II: Compliance with the Law

2.0 Company represents, warrants and agrees to only offer and sell products and services in full compliance with all state and federal (whether U.S., Canadian, or other country/region) laws, rules, regulations and generally accepted industry standards of ethical business conduct, applicable in the jurisdiction where Company is located, (collectively "Law").

a. Licensure

(Standards 2.1 to 2.19 do not apply to ***Online Pharmacy***)

2.1 Company represents, warrants and agrees to possess all pertinent pharmacy and business licenses required for operation in the geographic region in which it is located (includes license from applicable regulatory body, import license, export license, and all licenses/registrations required based on the pharmacy's business model, practice and scope).

2.2 If a **dispensing pharmacy**, Company represents, warrants and agrees that the pharmacy at all times will employ a licensed pharmacist, and other qualified personnel, as required by law and to meet PharmacyChecker standards, for the management of its pharmacy, and the dispensing of prescription drugs.

2.3 If a **dispensing pharmacy**, Company represents, warrants and agrees to only permit licensed pharmacists to dispense prescription drugs.

2.4 If a **wholesale pharmacy**, Company represents, warrants and agrees to employ or contract with qualified personnel, as required by law for the management of the business.

b. Wholesale Distribution

2.5 If a **wholesale pharmacy**, Company represents, warrants and agrees not to sell and/or distribute prescription drugs to any pharmacy, hospital, licensed prescriber, or other entity without receiving and verifying the customer's relevant credentials, such as a valid pharmacy or doctor's license.

2.6 If located **outside** the U.S., Company represents, warrants and agrees not to market, sell and/or distribute controlled substances, as defined by [U.S. DEA](#), to pharmacies, hospitals, licensed prescribers or other entities in the U.S., unless the pharmacy possess a valid U.S. DEA registration and is expressly permitted by U.S. law to wholesale distribute controlled to customers in the U.S.

2.7 If located **within** the U.S., Company represents, warrants and agrees to comply with federal and state laws in the wholesale distribution of controlled substances (including marketing, selling and/or distributing).

c. Sterile and Non-Sterile Compounding

2.8 If located **outside** the U.S., Company represents, warrants and agrees not to market, sell, process and/or dispense compounded preparations (sterile and/or non-sterile) internationally.

2.9 If located **within** the U.S. and Company is marketing, selling, processing and/or dispensing compounded preparations (sterile and/or non-sterile), Company represents, warrants and agrees to provide such products and services in full compliance with all federal and state laws, rules, and regulations.

d. Outsourcing Facilities (503B registration)

2.10 If providing services that include the manufacturing of sterile drug preparations for bulk sale to hospitals and other healthcare providers in the U.S., Company represents, warrants and agrees to register with the U.S. FDA as an Outsourcing Facility for human drug compounding prior to distributing any sterile drug preparations.

2.11 If providing services that include the manufacturing of sterile drug preparations for bulk sale to hospitals and other healthcare providers in the U.S., Company represents, warrants and agrees to provide PharmacyChecker with proof of registration with U.S. FDA as an Outsourcing Facility.

e. DEA License

2.12 If located **outside** the U.S., Company represents, warrants and agrees that Company will not market, sell, process and/or dispense prescription orders for controlled substances, as defined by [U.S. DEA](#), to patients in the U.S.

2.13 If located **within** the U.S., and marketing, selling, processing and/or dispensing prescription orders for controlled substances, Company represents, warrants and agrees to possess a valid U.S. DEA Registration.

f. License Status / Disciplinary History

2.14 Company represents, warrants and agrees that all pertinent pharmacy and business licenses held by company are valid.

2.15 If a **dispensing pharmacy**, Company represents, warrants and agrees that the pharmacy and/or the Pharmacist-in-Charge has not been subject to significant recent and/or repeated disciplinary sanctions that affect the safety of the pharmacy operation.

2.16 If a **wholesale pharmacy**, Company represents, warrants and agrees that the wholesale pharmacy and/or manager of the wholesale business has not been subject to significant recent and/or repeated disciplinary sanctions that affect the safety of the wholesale operation.

2.17 Company represents, warrants and agrees to notify PharmacyChecker, immediately, if the pharmacy or one of its pharmacists, owners, directors, employees, and/or any person associated with it becomes the subject of any adverse and/or potentially adverse government or other regulatory action relating to Company's license or dispensing/distribution of medications.

2.18 If a **dispensing pharmacy**, Company understands and agrees that the Pharmacist-in-Charge is responsible for providing accurate and truthful information to PharmacyChecker, including disclosure of all discipline history, including, but not limited to, complaints, probation, and/or suspensions by any regulatory body.

2.19 If a **wholesale pharmacy**, Company understands and agrees that the manager is responsible for providing accurate and truthful information to PharmacyChecker, including disclosure of all discipline history, including, but not limited to, complaints, probation, and/or suspensions by any regulatory body.

Section III: Prescription Required

(Standards 3.0 to 3.5 do not apply to **Wholesale Distribution**)

3.0 Company represents, warrants and agrees to only process and/or dispense prescription medication orders upon receipt of a valid prescription, issued by a medical provider licensed and authorized to prescribe in the jurisdiction where they practice.

3.1 If located **outside** the U.S., Company represents, warrants and agrees not to accept, process and/or dispense prescription medication orders that have been obtained through a remote medical consultation (“prescribing”) service for patients ordering from the U.S.

3.2 If located **within** the U. S., Company represents, warrants and agrees to only accept, process and/or dispense prescription medication orders obtained through a remote medical consultation (“prescribing”) service where expressly permitted under federal or state laws or regulations.

3.3 Company represents, warrants and agrees that Company will neither offer nor provide remote medical consultation (“prescribing”) service to patients in another country/region, except where expressly permitted by law in that country/region.

3.4 Company represents, warrants and agrees that Company will adhere to the strictest requirement for a prescription when marketing, selling, processing and/or dispensing medications internationally (i.e. if the medication does not require a prescription in the pharmacy’s jurisdiction but requires a prescription in the country/region to which the medication will be dispensed, Company must not process and/or dispense the medication prior to receipt of a valid prescription).

3.5 Company represents, warrants and agrees that Company will clearly publish on Company’s website that a valid prescription is required for the purchase of a prescription medication.

Section IV: Requirements for Shared Services

a. Affiliating Pharmacy

4.0 Company represents, warrants and agrees that Company will neither affiliate with nor refer customers to, except as otherwise expressly permitted by law in the U.S., to healthcare providers, clinics or other parties for consultation to generate or initiate prescriptions for patients who are not physically examined by the healthcare provider, if selling to patients in the U.S.

4.1 Company represents, warrants and agrees that in the marketing and sale of prescription medications, Company’s website, is applicable, will only link to prescription drug selling

websites and/or refer prescription orders for dispensing to licensed pharmacies that are approved in the PharmacyChecker Verification Program.

4.2 Company represents, warrants and agrees that all prescription medication orders that are processed on Company's website are directly dispensed and shipped by the licensed pharmacies listed in Company's application, or, with notification to PharmacyChecker, which is confirmed as received by PharmacyChecker, to another pharmacy that is approved in the PharmacyChecker Verification Program.

4.3 If an **Online pharmacy**, Company represents, warrants and agrees to ensure that for each pharmacy which dispenses prescription orders referred by its website, PharmacyChecker receives a letter from the dispensing pharmacy's Pharmacist-in-Charge attesting that his or her pharmacy dispenses prescription orders referred by the online pharmacy's website. The letter must read as follows:

"The undersigned is the pharmacist manager of [Pharmacy Name] located at [Pharmacy Address]. I hereby certify to PharmacyChecker that my pharmacy fills orders generated or initiated by [Name of Online Pharmacy] from [Online Pharmacy URL]. If at any time my pharmacy ceases filling such orders, we will immediately notify PharmacyChecker."

4.4 If an **online pharmacy**, Company represents, warrants and agrees to immediately notify PharmacyChecker in writing that Company has ceased referring prescription orders to a dispensing pharmacy.

4.5 If a **dispensing pharmacy** dispensing prescription orders referred by an online pharmacy, which is a member of the PharmacyChecker Verification Program, Company represents, warrants and agrees to provide a letter from the pharmacy's Pharmacist-in-Charge attesting that his or her pharmacy dispenses prescription orders referred by the online pharmacy's website. The letter must read as follows:

"The undersigned is the pharmacist manager of [Pharmacy Name] located at [Pharmacy Address]. I hereby certify to PharmacyChecker that my pharmacy fills orders generated or initiated by [Name of Online Pharmacy] from [Online Pharmacy URL]. If at any time my pharmacy ceases filling such orders, we will immediately notify PharmacyChecker."

Market, Sale, and/or Processing of Prescription Medication Orders

Section V: No Exports for Resale

5.0 Company represents, warrants and agrees that neither the pharmacy nor its owners, including through ownership in other companies, may market, sell and/or intentionally ship medications for resale in the U.S. except where expressly permitted by U.S. law.

Section VI: Pharmaceutical Product Selection

a. Verification Program Requirements for Selection

6.0 Company represents, warrants and agrees to only market, sell, process and/or dispense medications that have been approved for sale in at least one of the following countries/regions: Australia, Canada, European Union, India (subject to additional requirements/restrictions, as per PharmacyChecker Inspection Program standards), Israel, New Zealand, Singapore, South Africa, Turkey, United Kingdom, or the United States.

b. Pharmaceutical Products Approved for Sale in India

6.1 If marketing, selling, processing and/or dispensing medications approved for sale in India, Company represents, warrants and agrees to comply with requirements/restrictions defined by PharmacyChecker policy 16-05, *Marketing and/or Dispensing Indian Pharmaceutical Products Internationally*.

c. Singaporean Pharmacies and Wholesale Suppliers

6.2 If located in Singapore, Company represents, warrants and agrees to only purchase prescription medications from licensed wholesale suppliers that are also verified in the PharmacyChecker Verification Program as wholesale pharmacies, unless the pharmacy only dispenses medications approved for sale in Singapore.

6.3 If Company is supplying medications to PharmacyChecker verified Singaporean pharmacies that dispense medications approved for sale in other approved countries, Company represents, warrants and agrees to maintain approval in the PharmacyChecker Verification Program as a wholesale pharmacy and to provide PharmacyChecker with the following:

- A. a letter, signed by the owner of the wholesale pharmacy certifying that:
 - 1. they export prescription products to the Singaporean Pharmacy; and
 - 2. they only export products to the Singaporean Pharmacy that are approved for sale in the domestic market where the wholesale pharmacy resides;

- B. an export license with contact information for verification.

d. Pharmacies Operating in Free Trade Zones (POFTZ) and Wholesale Suppliers

6.4 If Company is operating in Free Trade Zones, Company represents, warrants and agrees to only purchase prescription medications from licensed wholesale suppliers that are also verified in the PharmacyChecker Verification Program as wholesale pharmacies.

6.5 If a wholesale pharmacy supplying medications to PharmacyChecker verified pharmacies operating in Free Trade Zones, Company represents, warrants and agrees to maintain approval in the PharmacyChecker Verification Program as a wholesale pharmacy provide PharmacyChecker with the following:

- A. a letter, signed by the owner of the wholesale pharmacy certifying that:
1. they export prescription products to the Singaporean Pharmacy; and
 2. they only export products to the Singaporean Pharmacy that are approved for sale in the domestic market where the wholesale pharmacy resides;
- B. an export license with contact information for verification.

Section VII: Controlled Substances

7.0 If located **outside** the U.S, Company represents, warrants and agrees that neither Company nor its owners, including through ownership in other companies, will market, sell, process and/or dispense prescription orders for controlled substances, as defined by the [U.S. DEA](#), to patients in the U.S.

7.1 If located **within** the U.S. and marketing, selling, processing and/or dispensing prescription orders for controlled substances via the internet, Company represents, warrants and agrees to possess a valid U.S. DEA Registration and adhere to the prescription requirements for online pharmacies ([21 CFR 1306.09](#)).

7.2 If Pharmacy is located **within** the U.S. and marketing, selling, processing and/or dispensing prescription orders for schedule II controlled substances via the internet, Company represents, warrants and agrees to publish on the pharmacy homepage or on a page prominently linked to from the homepage a disclosure statement attesting to compliance with the requirements of the Ryan Haight Online Pharmacy Act.

Company represents, warrants and agrees that the disclosure statement will also include the following information:

- Name and address of the pharmacy as it appears on the pharmacy's DEA certificate;

- Pharmacy's telephone number and email address;
- Name, professional degree, and states of licensure of Pharmacist-in-Charge, and phone number of the Pharmacist-in-Charge;
- List of states in which the pharmacy is licensed to dispense controlled substances;
- DEA certification that the pharmacy is registered as an online pharmacy to deliver, distribute, and dispense by means of the Internet controlled substances;
- Name, address, telephone number, professional degree, and states of licensure of any practitioner who has a contractual relationship to provide medical evaluations or issue prescriptions for controlled substances, through referrals from the website or at the request of the owner or operator of the website, or any employee or agent thereof;
- Statement: "This online pharmacy will only dispense a controlled substance to a person who has a valid prescription issued for a legitimate medical purpose based upon a medical relationship with a prescribing practitioner. This includes at least one prior in-person medical evaluation or medical evaluation via telemedicine in accordance with applicable requirements of section 309 of the Controlled Substances Act (21 U.S.C. 829)."

Section VIII: Generic Marketing Claims

8.0 Company represents, warrants and agrees that Company will not publish and/or provide false or misleading information regarding generic medications and will ensure its websites and all information the Company provides to patients (e.g. invoices, patient counseling, pamphlets, etc.) contain truthful and accurate information regarding marketing claims about generic medications.

8.1 Company represents, warrants and agrees that Company will not refer to generic drugs as, or imply them to be, "identical to" or "exactly the same as" their brand name counterparts, but can be described as "comparable," "equivalent," "bioequivalent," or "similar."

Section IX: Generic Substitution

9.0 Company represents, warrants and agrees that Company will not substitute a generic prescription drug for a brand name drug without the consent of the customer when dispensing a prescription internationally, except where required by law.

Section X: Maximum Three Months' Supply Dispensed Internationally

10.0 Company represents, warrants and agrees not to market, sell, process and/or dispense internationally prescription orders for erectile dysfunction medications, exceeding a three months' supply under any circumstances, in accordance with PharmacyChecker policy 16-04, *Maximum Three Months' Supply Dispensed Internationally*.

10.1 For all other prescription medications, Company represents, warrants and agrees not to market, sell, process and/or dispense internationally prescription orders exceeding a three months' supply unless an exception, as defined by and in accordance with PharmacyChecker Policy 16-04, is met and documented. (Standard 10.1 does not apply to erectile dysfunction medications, for which there is no exception; refer to: Standard 10.0 above.)

Section XI: Requirements for Medications with Special Considerations

a. Dispensing Temperature Sensitive Medications

11.0 If Company markets, sells, processes and/or dispenses temperature sensitive medications, Company represents, warrants and agrees to comply with PharmacyChecker Policy 16-03, *Temperature Sensitive Medications: Shipping Requirements*.

11.1 If a **dispensing pharmacy** that markets, sells, processes and/or dispenses temperature sensitive medications, Company represents, warrants and agrees that Company will provide signed and dated documentation to online pharmacy and PharmacyChecker that confirm that your pharmacy complies with the requirements of PharmacyChecker policy 16-03.

11.2 If an **online pharmacy** that markets, sells and/or processes prescription orders for temperature sensitive medications, Company represents, warrants and agrees that Company will request and confirm receipt of signed and dated documentation from the Pharmacist-in-Charge of each pharmacy to which they link or refer prescription orders, that the pharmacy complies with PharmacyChecker policy 16-03.

Section XII: Disclosure of Pharmacy Location

12.0 Company represents, warrants and agrees not to provide false or misleading information regarding the pharmacy's location (i.e. a claim to sell medication from Canadian pharmacies only when pharmacies in countries other than Canada fill prescription orders).

12.1 If Company's website processes prescription medication orders for international dispensing, Company represents, warrants and agrees that all countries/regions from which drugs may be dispensed will be listed on every page discussing how or from where drugs are dispensed, and must include at a minimum, the homepage and FAQ page or may also include a link to a page which clearly publishes this information.

12.2 If Company's website markets and/or sells prescription medication orders internationally, Company represents, warrants and agrees that the specific country or, if applicable, the list of potential countries, from which a drug will be dispensed, will be listed, either before or on the checkout page, but always prior to the placement of an order. This information must appear above or to the side of an action button (e.g. "Add to Cart", "Checkout", or "Proceed") required to proceed with an order. Company also represents, warrants and agrees to inform the customer of the location of the pharmacy dispensing/shipping the prescription product before charging a customer for a prescription product.

a. Website Transparency and Disclosures

12.3 Company represents, warrants and agrees not to engage in practices or extend offers on Company's website that deceive or defraud patients regarding the practice, including but not limited to its staff, prescription drugs, or financial transactions.

12.4 Company represents, warrants and agrees that information posted on Company's website will not include false or misleading claims about prescription drug source, safety or efficacy.

12.5 Company represents, warrants and agrees that information posted on Company's website will not include false or misleading claims about the legality of importation of prescription medications for personal use.

12.6 Company represents, warrants and agrees that information posted on Company's website, including but not limited to the homepage, about us page, and FAQ page, will not include false or misleading claims about the online pharmacy operation.

12.7 Company represents, warrants and agrees to publish on Company's website a phone number at which a customer can make contact for assistance.

12.8 Company represents, warrants and agrees to publish on Company's website a mailing address at which a customer can make contact for assistance.

Section XIII: Privacy and Confidentiality

13.0 Company represents, warrants and agrees that patients' personal information will not be shared with third parties other than to process and dispense prescriptions and/or to comply with PharmacyChecker Program standards and/or with government requirements.

13.1 Company represents, warrants and agrees to publish on its website a privacy policy stipulating that customers' personal or financial information will not be shared, except where necessary to process the prescription order, to comply with PharmacyChecker Program standards or with government requirements.

13.2 If Company requires or permits the online transmission of personal and financial data via its website, Company represents, warrants and agrees that all pages of Company's website on which such information is transmitted will employ Secure Socket Layer or equivalent technology and comply with the laws of the website's host country/region.

Section XIV: Pharmacist Consultation

(Standards 14.0 to 14.3 do not apply to **Wholesale Distribution**)

14.0 Company represents, warrants and agrees that Company will provide the patient who has placed an order with ways to directly contact a pharmacist for consultation, in accordance with PharmacyChecker policy 16-01, *Pharmacist Consultation*, which at a minimum requires:

14.1 If a **dispensing pharmacy**, Company represents, warrants and agrees that the Pharmacist-in-Charge of the dispensing pharmacy is responsible to ensure that patient(s) have access to a pharmacist for consultation, the pharmacist performing the counseling is competent, the pharmacy's Standard Operating Procedures (SOPs) cover patient counseling and documentation requirements of policy 16-01 are met.

14.2 Company represents, warrants and agrees to clearly publish on Company's website that a pharmacist consultation with a licensed pharmacist is available for patients who have questions about medications.

14.3 Company represents, warrants and agrees to provide patients with access to a competent and licensed pharmacist in a timely manner, within 72 hours of the patient making a request for patient counseling.

Section XV: Pharmacy Inspection

(Standards 15.0 to 15.3 do not apply to **Online Pharmacy**)

15.0 Company represents, warrants and agrees to maintain license(s) and where required be inspected by the governing regulatory authority.

15.1 If a **dispensing pharmacy** located in India, Turkey, Barbados, Mauritius, or Singapore, Company understands and agrees that the pharmacy must demonstrate compliance with PharmacyChecker standards and policies by a satisfactory inspection performed by PharmacyChecker.

15.2 If a **dispensing pharmacy** located in India, Turkey, Barbados, Mauritius, or Singapore, Company represents, warrants and agrees to comply with PharmacyChecker's International Pharmacy Inspection Program and Standards.

15.3 If a **dispensing pharmacy** located in India, Turkey, Barbados, Mauritius, or Singapore, Company agrees to:

- a. be inspected by PharmacyChecker; and
- b. pay PharmacyChecker non-refundable inspection fee and costs associated with the inspection, such as travel and accommodations.

Translation:

PharmacyChecker and the Company have requested that this Agreement and all related documents be written in English.

PharmacyChecker et la Société avez demandé que cette entente ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

PharmacyChecker y la Compañía han solicitado que este Acuerdo y todos los documentos relacionados estén escritos en inglés.