

## Terms of Use

**Last Revised: July 13, 2018**

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and American College of Veterinary Internal Medicine (“ACVIM,” “we,” or “us”) with respect to your use of all ACVIM-owned websites and domains, including [www.acvim.org](http://www.acvim.org) (collectively, the “Site”), and the services available on the Site (collectively, the “Services”), including any Content (as defined in Section 2 below). **BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR [PRIVACY POLICY](#), WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.**

- 1. Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
- 2. Scope of and Restrictions on Use.** Subject to these Terms of Use, ACVIM grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use or legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of ACVIM. You agree not to:
  - collect information from the Services using an automated software tool or manually on a mass basis;
  - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
  - obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you;
  - “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
  - restrict or inhibit other users from accessing or using the Services;
  - modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or in the Content; or
  - access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

3. **Ownership.** The Services (including the Content) are owned by ACVIM and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site are registered and unregistered marks of ACVIM and, as applicable, its licensors. You acknowledge and agree that, as between you and ACVIM, ACVIM is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.
  
4. **Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify ACVIM of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.
  
5. **User Content; ACVIM Communities.**
  - 5.1. User Content and Restrictions. The Services, including ACVIM360 (as defined in Section 5.2), may enable users to submit, upload, post, share, display, or transmit to other users (hereinafter, “post”) ideas, information, materials, and other user-generated content (collectively, “User Content”) and interact with others through user comment areas, forums, message boards, and similar user-to-user areas. You may not post any User Content that:
    - is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy rights or right of publicity, or otherwise objectionable;
    - constitutes or promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
    - contains any material that could give rise to any civil or criminal liability under any applicable laws, rules, or regulations or that otherwise may be in conflict with these Terms of Use;
    - infringes upon, misappropriates, or otherwise violates any intellectual property rights or other rights of a third party;
    - encourages criminal conduct;
    - contains false, misleading, fraudulent, or deceptive claims or content;
    - gives the impression that it emanates from or is endorsed by ACVIM or any other person or entity, if this is not the case;

- contains any virus, malware, spyware, or other harmful content or code; or
- encourages or facilitates users to arrive at any agreement that either implies or expressly or implicitly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade (e.g., messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers).

5.2. ACVIM Communities; Community Rules and Etiquette. ACVIM's communities ("ACVIM360," the "Communities," or individually, a "Community") are open forums for ACVIM members to freely share their knowledge and questions about veterinary specialty medicine. All members are welcome to participate. Send questions regarding ACVIM communities to [community@acvim.org](mailto:community@acvim.org). We use the community to solicit the advice from your peers and participate in an ongoing conversation. We hope ACVIM's Communities will provide a useful and informative means of communicating with your fellow ACVIM members! Lively and candid exchanges are encouraged; however, by joining and using these email lists, you agree that you have read and will comply with the User Content restrictions, above, and the following rules and etiquette requirements (together with the User Content restrictions, the "Content Standards"):

#### Community Rules

- Don't challenge or attack others. The discussions are meant to stimulate conversation, not create contention. Let others have their say.
- Do not post anything in a Community message that you would not want the world to see or that you would not want anyone to know came from you. Remember that every message posted will be received as an email by every subscriber to that Community. Once sent, messages cannot be recalled. All posts will be permanently archived.
- Don't post commercial messages on any Community. Contact someone directly with product and service information if you believe it would help them.
- Restrict messages to subjects related to the list topic.
- Use caution when discussing products or services. Information posted is available for all to see, and comments are subject to libel, slander, and antitrust laws.
- Review these Terms of Use carefully, including all disclaimers and obligations, particularly regarding User Content.
- Remember that ACVIM and other community participants have the right to reproduce postings to a Community.
- Send your message only to the most appropriate Community or Communities. Do not send the same message to several Communities.

- Remember that the ACVIM Communities are for ACVIM members only; therefore, do not cross-post messages from the Communities to outside communities or listserves.

### Community Etiquette

- Be courteous.
- Include a signature tag on all messages. Include your name, affiliation, location, and e-mail address.
- State concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and enables members to search the archives by subject.
- Include only the relevant portions of the original message in your reply. Delete any header information, and put your response before the original posting.
- When generating a reply to a personal response, do not forward the personal response without first obtaining permission from the sender.
- If you are going to be away from your email for an extended period of time, you can choose to set your subscriptions to vacation so that your email inbox isn't flooded when you get back. When viewing your profile, click Forum Subscriptions, click Set all subscriptions to Vacation. This will prevent new threads from being sent to you while you are away; just make sure to change it back when you get back!

5.3. Violation of the Community Standards. When violations of the Community Standards are brought to the attention of the Community administrator, the administrator will send an email to the member in violation reminding him or her of the Community Standards and warning against future violation of the Community Standards. However, ACVIM reserves the right to terminate any user's access to the ACVIM360 for violation of these Terms of Use, regardless of whether the Community administrator provided such a warning.

5.4. Rights You Grant to Us. You hereby grant to ACVIM an irrevocable, perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide right and license to use, reproduce, display, perform, distribute, and prepare derivative works of any User Content you post on or through the Services for any purpose and in all forms and all media, whether now known or that become known in the future, and you waive any and all claims that you may have now or may hereafter have in any jurisdiction to so-called "rental rights," "moral rights," and all rights of "droit moral" in that User Content, even if the User Content is altered or changed in a manner not agreeable to you. If you post User Content, you represent and warrant to ACVIM that you own or control all rights in and to such User Content and have the right to grant the rights above to us.

- 5.5. No Responsibility. You agree that you are solely responsible for your User Content, and you acknowledge and agree that ACVIM is not responsible for, and does not endorse, any User Content.
- 5.6. No Obligation to Prescreen, Monitor or Use. ACVIM does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Services, including ACVIM360. However, ACVIM retains the right (but not the obligation), in its sole discretion and for any reason, to prescreen, monitor, edit, remove, or move User Content posted on or through the Services. You acknowledge and agree that we are not obligated to post, keep, or use your User Content.
- 5.7. Submitted Ideas. While we appreciate your interest in the Services and our business, ACVIM does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of ACVIM might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our [Privacy Policy](#), all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Site shall be deemed to be non-confidential and non-proprietary.
- 6. The Site Does Not Provide Medical Advice.** The Content is for information purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified health provider with any questions you have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site!
- ACVIM does not recommend or endorse any specific tests, veterinarians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by ACVIM, ACVIM employees, others appearing on the Site at the invitation of ACVIM, or other visitors to the Site is solely at your own risk.
- 7. Electronic Communications.** The communications between you and ACVIM via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 8. Online Purchases and Other Terms and Conditions.** All purchases made through the Services or other transactions for the sale of products or services formed through the Services are governed by a separate agreement. Any other policies, rules, or guidelines

that may be applicable to specific portions or features of the Services are incorporated into these Terms of Use.

9. **Privacy Policy.** You acknowledge and agree that all information collected by ACVIM is subject to our [Privacy Policy](#). By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.

10. **Sweepstakes, Contests, and Games.** In addition to these Terms of Use, sweepstakes, contests, games, or other promotions (collectively, "Promotions") made available via the Services may have specific rules that are different from these Terms of Use. We urge you to review the applicable rules before you participate in a Promotion. In the event of a conflict between these Terms of Use and Promotion rules, Promotion rules will control.

11. **Change and Suspension.**

11.1. Changes to the Services. ACVIM reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that ACVIM will not be liable to you or to any third party for any such change, suspension, or discontinuance.

11.2. Suspension/Termination of Access. ACVIM has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

12. **Disclaimer; Limitation of Liability.**

12.1. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND ACVIM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER ACVIM NOR ANY PERSON ASSOCIATED WITH ACVIM MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER ACVIM NOR ANYONE ASSOCIATED WITH ACVIM REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

12.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ACVIM OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 11.2, ACVIM IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL ACVIM'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED U.S. \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES IS AT YOUR SOLE RISK.

12.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 11 may not apply to you.

**13. Indemnification.** You agree to indemnify, defend, and hold ACVIM and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.

**14. Copyright Infringement.** ACVIM take claims of copyright infringement seriously. It is ACVIM's policy to disable and/or terminate the accounts of users who are repeat infringers. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on the Site infringes your copyright, you may request removal of such Content (or access thereto) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), your written notice of alleged copyright infringement must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site[ or an Application], a representative list of such works;

- identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;
- adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address);
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- a statement that the information in your written notice is accurate; and
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent to receive DMCA notices is:

Rebecca Halfhill, MS  
 American College of Veterinary Internal Medicine  
 8301 E. Prentice Avenue, Suite 300  
 Greenwood Village, CO 80111  
 rebecca@acvim.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that Content on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

- 15. Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that ACVIM is not responsible for any Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. ACVIM does not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
- 16. Linking to the Site.** You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you or otherwise licensed to you. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.



## 17. Miscellaneous.

- 17.1. Geographic Restrictions. ACVIM is based in the State of Colorado in the United States. We make no claims that the Services or the Content are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
- 17.2. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.
- 17.3. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.
- 17.4. Entire Agreement. These Terms of Use, including our [Privacy Policy](#), constitute the sole and entire agreement between you and ACVIM with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

**18. Questions.** If you have any questions about the Services or these Terms of Use, please call us at +303 231 9933, email us at [ACVIM@ACVIM.org](mailto:ACVIM@ACVIM.org), or write to us at:

American College of Veterinary Internal Medicine  
8301 E. Prentice Avenue, Suite 300  
Greenwood Village, CO 80111

**19. Notice to California Residents.** If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.