

Terms of Use

This Agreement describes the terms and conditions (“Terms”) pursuant to which you may access and use any of the Hawaii Veterinary Medical Association (“HVMA”) website including, without limitation, any site containing the URL hawaiiivetmed.org, and any other website operated by the HVMA (collectively referred to as the “HVMA website”) from time to time. Please read this Agreement carefully as well as the HVMA’s Privacy Policy which is incorporated herein by reference. Your use of the HVMA website constitutes your binding acceptance of these Terms, including any modifications we may make. **If you do not agree to these Terms and the Privacy Policy, you must immediately terminate use of the website.**

In consideration of the HVMA granting you access to the HVMA website, you hereby agree as follows:

1. Modification of the Terms and HVMA website; Disclosure of Information. HVMA reserves the right at its sole discretion to change, modify, add or remove portions of these Terms at any time without notice or liability, and such modification shall become effective upon posting on the HVMA website. Your use of the HVMA website following any such modification shall be conclusively deemed to be your acceptance of such modification. HVMA reserves the right to disclose aggregated information about use of HVMA website to the public or media, or more specific data that you separately and specifically agree that HVMA can disclose. HVMA may change, suspend or discontinue any aspect of the services provided at the HVMA website at any time without notice or liability, including the availability of any feature, blog, database or other content.

2. Use of Content; Intellectual Property Rights. The HVMA website contains a combination of content that HVMA creates, its partners create, and that its users create. All materials published on the Site including but not limited to text, images, video, graphics and multimedia files (“Content”) are protected by all applicable intellectual property laws, including without limitation copyright and trademark laws, and owned by HVMA or the party credited as the provider of the Content. All rights in the Content are expressly reserved by the applicable copyright and trademark owner. You may not sublicense, transfer or otherwise make any Content available to any third party for commercial purposes or financial gain or use the Content in any other media or in any other location other than as permitted under these Terms.

3. Educational and Information Use. The information provided on the HVMA website is for educational and informational purposes only. The information should not be construed as a recommendation by HVMA for any course of action regarding veterinary medical, financial, legal

or accounting matters. It is not meant as a substitute for professional advice from a qualified veterinary medical, legal, accounting or financial professional.

4. License; Restrictions; No Unlawful or Unauthorized Use. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the HVMA website conditioned on your continued acceptance of, and compliance with, these Terms. As a condition of your use of the HVMA website and the Content, you warrant that all such use is solely for your noncommercial personal use and for no other purpose, and that you will not use the HVMA website or the Content for any unauthorized or illegal purpose or activity. HVMA reserves the right to bar, restrict, suspend, or terminate any user's access to the HVMA website, and/or terminate this license at any time for any reason. HVMA reserves any and all rights not explicitly granted in these Terms. Unless otherwise expressly stated in these Terms, or unless you receive HVMA's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or hard copy), the HVMA website, any Content, or any portion thereof.

5. Passwords and Account Security. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the HVMA website. You further agree that you will be solely responsible to HVMA for all activities that occur under your account. If you become aware of any unauthorized use of your password or your account, you agree to notify HVMA immediately at webmaster@hawaiiivetmed.org.

6. Use of Communication Services. The HVMA website may contain bulletin board services, news groups, forums, calendars and/or other message or communication facilities (collectively, "Communication Services") designed to enable you to communicate with the HVMA, the public at large or with a group.

a. You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Advertise, endorse, or offer to sell or buy any goods or services for any commercial or business purpose (unless expressly allowed, such as with Classified Ads);
Conduct or forward surveys, contests, pyramid schemes or chain letters;
Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
Publish, post, upload, distribute or disseminate any inappropriate, offensive, threatening, vulgar, sexually explicit, abusive, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information;
Upload Content or files that contain software or other material protected by intellectual property

laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents and authorizations;

Upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer;

Harvest or otherwise collect information about others without their consent, including without limitation e-mail addresses and other information about HVMA members from the online member directory;

Engage in or promote any anticompetitive conduct or inappropriate conversations or conduct that could have anticompetitive effects or could constitute a restraint on trade;

Violate any applicable laws or regulations.

b. HVMA has no obligation to monitor the Communication Services. HVMA reserves the right but not the obligation to refuse, move, or remove, at any time for any reason and in HVMA's sole discretion, Content posted or uploaded by you to any HVMA Website. By way of example and not of limitation, HVMA may remove content that, in HVMA's sole discretion, does not comply with the Terms or any of the items listed above under subsection "a".

c. Individual sections of the HVMA website may have additional rules and regulations specific to the subject matter being covered in that section. You agree to abide by the rules and regulations of individual sections on the HVMA website.

d. All Content provided by you or any other party other than HVMA must identify the party who provided that Content. Anonymous posting or uploading of any Content is strictly prohibited.

e. If you upload Content to any of the HVMA website, you agree to the following:

You agree to indemnify and hold harmless HVMA, its officers, directors, employees, and agents, from any and all liability, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you;

You warrant and represent that you either own or otherwise control all of the rights to that material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use as defined by applicable law;

You grant HVMA, its partners, and third party licensees a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, and aggregate your material with other content, create derivative works of and publicly perform that content for any purpose on and through each of the services provided by the HVMA website. This license shall apply to the distribution and the storage of your Content in any form, medium, or technology now known or later developed;

You acknowledge that no compensation will be paid with respect to the use of your Content, as provided herein.

f. HVMA disclaims responsibility and liability for the Content and opinions expressed by others on any HVMA Website including, but not limited to, Content or opinions regarding any products or service mentioned on any HVMA Website. Views expressed using the Communication Services are not necessarily those of the HVMA.

8. RSS and Syndication. HVMA blogs and certain other HVMA Content are syndicated for RSS aggregation. You have permission to subscribe to any or all HVMA-offered RSS feeds via an RSS reader.

9. Linked Sites. The HVMA website may contain links to other Internet sites operated by third parties. These links are provided as a convenience to access the information contained therein, and the inclusion of any link does not imply endorsement by HVMA of the site or any association with its operator. HVMA expressly disclaims any responsibility or liability for the content of any other site. You should direct any concerns regarding any external link to the site administrator or webmaster of such other site.

10. Liability Disclaimer. HVMA MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE HVMA WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HVMA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HVMA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE HVMA WEBSITE, WITH THE DELAY OR INABILITY TO USE THE HVMA WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE HVMA WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE HVMA WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HVMA (OR ANY OF ITS SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT

APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE HVMA WEBSITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE HVMA WEBSITE.

11. Your dealings with advertisers and third-party vendors found on or through the Site, including your participation in promotions, the purchase of goods, and any terms, conditions, warranties or representations associated with such activities, are solely between you and the third party. HVMA does not make any representations or warranties with respect to any goods or services that may be obtained from such third parties, and you agree that HVMA will have no liability for any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through such third parties, on the Site. You acknowledge that such third-party sites usually have their own terms and conditions, including privacy policies, over which HVMA has no control and which will govern your rights and obligations with respect to the use of those sites.

12. As part of the registration process to use certain portions of the site, including but not limited to “members-only” areas of the Site, you may select a username and/or password. You may change your password at any time in accordance with the procedure on the Site. You agree that you are exclusively responsible for maintaining the security of your password. You agree to provide HVMA with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Site.

13. HVMA reserves the right, but not the obligation, to send electronic mail to any and all users of the Site for the purpose of informing them of changes or additions to the Site or any related services or products. Your registration on the Site constitutes your consent to receive such electronic mail unless it is subject to any right you may have to opt-out of receiving said messages and you have opted out as provided for in HVMA’s Privacy Policy.

14. Choice of Law; Venue. To the maximum extent permitted by law, this Agreement, its Terms, and use of HVMA website are governed by and will be interpreted under the laws of the State of Hawaii, United States of America, without reference to conflicts of laws and without regard to the location of execution or performance of this Agreement. You hereby agree that any and all disputes which may arise and any litigation that may arise from such disputes will be litigated before a court located in the State of Illinois, County of Cook, U.S.A., to the exclusion of the courts of any other country, state or county.

15. General Legal Terms. Use of the HVMA website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable

provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HVMA with respect to HVMA website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HVMA with respect to the HVMA website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that HVMA may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on HVMA website. You agree that if HVMA does not exercise or enforce any legal right or remedy which is contained in the Terms (or which HVMA has the benefit of under any applicable law), this will not be taken to be a formal waiver of HVMA's rights and that those rights or remedies will still be available to HVMA.