



NYSVMS WEBSITE AGREEMENT AND TERMS OF USE

This Agreement describes the terms and conditions (“Terms”) pursuant to which you may access and use the New York State Veterinary Medical Society and its affiliates (“NYSVMS”) website including, without limitation, any resource containing the URL nysvms.org (the “NYSVMS Website”) from time to time. Please read this Agreement carefully as well as the NYSVMS’s Privacy Policy which is incorporated into this Agreement by reference.

Your use of the NYSVMS 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 NYSVMS granting you access to the NYSVMS Website, you agree as follows:

Modification of the Terms and NYSVMS Website; Disclosure of Information

NYSVMS 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 NYSVMS Website.

Your use of the NYSVMS Website following any such modification shall be conclusively deemed to be your acceptance of such modification. NYSVMS reserves the right to disclose aggregated information about use of NYSVMS Website to the public or media, or more specific data that you separately and specifically agree that NYSVMS can disclose.

NYSVMS may change, suspend or discontinue any aspect of the services provided at the NYSVMS Website at any time without notice or liability, including the availability of any feature, blog, database or other content.

User Conduct In General

In using this Website, you agree:

- Not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked websites;
- Not to disrupt or interfere with any other user’s enjoyment of the Website or affiliated or linked websites;
- Not to upload, post or otherwise transmit through or on this Website any viruses or other harmful, disruptive or destructive files or code;

- Not to transmit through or on this Website spam, chain letters, junk mail or any other type of unsolicited mass e-mail to people or entities who have not expressly agreed to be part of such mailings;
- Not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and
- Not to use this Website to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a veterinary patient's particular condition or situation.

Educational and Information Use

The information provided on the NYSVMS Website, including our Knowledge Center articles, is for educational and informational purposes only. The information should not be construed as a recommendation by NYSVMS 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.

Ownership of Content

The NYSVMS Website contains a combination of content that NYSVMS 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 NYSVMS or the party credited as the provider of the Content.

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You further agree that you will not systematically extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Website, including but not limited to customer identities.

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License; Restrictions; No Unlawful or Unauthorized Use

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the NYSVMS Website conditioned on your continued acceptance of, and compliance with, these Terms.

As a condition of your use of the NYSVMS 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 NYSVMS Website or the Content for any unauthorized or illegal purpose or activity. NYSVMS reserves the right to bar, restrict, suspend, or terminate any user's access to the NYSVMS Website, and/or terminate this license at any time for any reason.

NYSVMS reserves any and all rights not explicitly granted in these Terms. Unless otherwise expressly stated in these Terms, or unless you receive NYSVMS'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 NYSVMS Website, any Content, or any portion thereof.

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 NYSVMS Website. You further agree that you will be solely responsible to NYSVMS 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 NYSVMS immediately at staff@nysvms.org.

Use of Communication Services

The NYSVMS Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities (collectively, "Communication Services") designed to enable you to communicate with the NYSVMS, the public at large or with a group.

(1) 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 Services, you will not:

- Advertise, endorse, or offer to sell or buy any goods or services for any commercial or business purpose (with the exception of paid-for 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 or 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 NYSVMS 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.

(2) NYSVMS has no obligation to monitor the Communication Services. NYSVMS reserves the right but not the obligation to refuse, move, or remove, at any time for any reason and in NYSVMS's sole discretion, Content posted or uploaded by you to any NYSVMS Website. By way of example and not of limitation, NYSVMS may remove content that, in NYSVMS's sole discretion, does not comply with the Terms or any of the items listed above under subsection (1) above.

(3) Individual sections of the NYSVMS 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 NYSVMS Website.

(4) All Content provided by you or any other party other than NYSVMS must identify the party who provided that Content. Anonymous posting or uploading of any Content is strictly prohibited.

(5) If you upload Content to any of the NYSVMS Website, you agree to the following:

- You agree to indemnify and hold harmless NYSVMS, 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 NYSVMS, its partners, and third party licensees an unconditional, non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use, store, copy, 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 any NYSVMS 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 further agree that NYSVMS may use the name and likeness of any person mentioned or included in the uploaded Content in connection with any use of the uploaded Content and in connection with any derivative works that may be created from the uploaded Content;
- You acknowledge that no compensation will be paid with respect to the use of your Content, as provided herein. You hereby waive any moral rights you may have in and to any uploaded Content, even if such material is altered or changed. You understand that NYSVMA shall be free to use any ideas, concepts, know-how or techniques contained in such uploaded Content for any purpose whatsoever.

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

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Claims of Copyright Infringement

It is NYSVMS's policy to promptly process and investigate notices of alleged copyright infringement, and to take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512 ("DMCA").

If you believe that your intellectual property rights have been violated by NYSVMS or by a third party who has uploaded Content on one of our Sites, please provide the following information to the NYSVMS-designated copyright agent listed below:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on an NYSVMS Website;

- An address, a telephone number, and an e-mail address where NYSVMS can contact you and, if different, an e-mail address where the alleged infringing party, if not NYSVMS, can contact you;
- A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- Your electronic or physical signature.

NYSVMS may request additional information before removing any infringing material. NYSVMS may provide the alleged infringing party with your e-mail address so that that person can respond to your allegations.

NYSVMS expects all users of NYSVMS Website to comply with applicable copyright laws. However, if NYSVMS is notified of a claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond appropriately, which may include removing or disabling access to the material that is claimed to be infringing. NYSVMS will follow the procedures outlined in the DMCA with regard to appropriate notifications of the user and the complaining party, acceptance of counter notifications, and, where indicated, "putback" of the alleged infringing material.

If you believe your copyright-protected material is being used on any NYSVMS Website without permission, please notify the designated agent:

*Executive Director
The New York State Veterinary Medical Society, Inc.
100 Great Oaks Blvd., Suite 127
Albany, NY 12203*

Linked Sites

The NYSVMS 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 NYSVMS of the site or any association with its operator.

NYSVMS 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.

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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.

NYSVMS makes no representations or warranties with respect to any goods or services that may be obtained from such third parties, and you agree that NYSVMS 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 NYSVMS has no control and which will govern your rights and obligations with respect to the use of those sites.

User Credentials

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 user name 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 NYSVMS 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.

Notice of Changes

NYSVMS 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 NYSVMS’s Privacy Policy.

Choice of Law; Venue

To the maximum extent permitted by law, this Agreement, its Terms, and use of the NYSVMS Website are governed by and will be interpreted under the laws of the State of New York, United States of America, without reference to conflicts of laws and without regard to the location of execution or performance of this Agreement.

You 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 New York, Albany County, USA, to the exclusion of the courts of any other country, state or county.

General Legal Terms

Use of the NYSVMS 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 NYSVMS with respect to NYSVMS Websites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and NYSVMS with respect to NYSVMS Websites.

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 NYSVMS may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the NYSVMS Website. You agree that if NYSVMS does not exercise or enforce any legal right or remedy which is contained in the Terms (or which NYSVMS has the benefit of under any applicable law), this will not be taken to be a formal waiver of NYSVMS's rights and that those rights or remedies will still be available to NYSVMS.