



# ABP Corporate Policy

## Master License and Terms of Use Policy

### ACCEPTANCE OF TERMS

The American Board of Pediatrics ("ABP") makes available for use on its website (the "Site") information and other content (collectively the "Materials") subject to the terms and conditions set forth in this Master License and Terms of Use policy statement.

In these Terms of Use, "you" and "your" refer to any individual who accesses or uses this Site.

By using this Site you agree to these Terms of Use. ABP reserves the right to change the Terms of Use from time to time at its sole discretion.

Your use of the Site will be subject to the most current version of the Master License and Terms of Use posted on the Site at the time of such use. In addition, when using specific software modules or particular Materials on this Site, you shall be subject to any posted guidelines or rules applicable to such modules or Materials that may contain terms and conditions, in addition to those in the Terms of Use. All such guidelines or rules are hereby incorporated by reference into the Terms of Use.

If you breach any of the Terms of Use, your authorization to use this Site may be terminated.

### USER ID, PASSWORD, AND SECURITY

You agree that all information you provide is true, accurate, and complete. In order to access certain areas of the Site, you are required to use a unique User ID and Password. You are responsible for maintaining the confidentiality and security of the User ID and Password, and you are fully and solely responsible for all activities that occur under the User ID or Password. You agree to immediately notify ABP of any unauthorized use of your User ID or Password or any other breach of security. You also agree to exit from your account at the end of each session. You understand and agree that ABP cannot and will not be liable for any loss or damage arising from your use of the Site, any failure to maintain the confidentiality and security of your User ID and Password, and/or any failure to exit from your account at the end of each session. For more information of security, see ABP's Privacy Policy.

### COPYRIGHT, LIMITED LICENSE

Any trademarked, copyrighted, proprietary, or other protected information, material, or documentation made available on or to download from this Site is the property of the ABP. Any unauthorized use of the Materials on this Site is a violation of law.

Except as expressly provided herein, ABP and other persons or entities furnishing links to this Site or from which links to this Site are directed do not grant any expressed or implied right to you under any patents, copyrights, trademarks, or trade secret information they may have with respect to the Materials or any links.

### USE OF SOFTWARE

Any software and accompanying documentation that is made available to download from this Site are the copyrighted or other protected work of the owner of such site. Use of any such software is



## **ABP Corporate Policy**

### **Master License and Terms of Use Policy**

governed by the terms of the end-user license agreement that accompanies or is included with such software.

You are not authorized to decompile, reverse-engineer, or otherwise attempt to discover the source code of any software available on this Site or any other sites to which this Site may refer you.

#### **SITE INFORMATION – LIMITED LICENSE**

Except as otherwise indicated elsewhere in these Terms of Use or on this Site, you may view, download and print the documents and information available on this Site, subject to the following terms and conditions:

1. The Materials may be used solely for personal, informational, internal, and non-commercial purposes.
2. The Materials may not be modified or altered in any way.
3. Any copyright or other proprietary notices contained in any of the Materials may not be removed.
4. The rights granted to you constitute a license and not a transfer of title.
5. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Materials, use of the Materials, or access to the Materials.

The rights specified above to view, download, and print the Materials available on this Site are not applicable to the design and layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

#### **ABP VERIFICATION OF CERTIFICATION DATA – LIMITED LICENSE**

##### **1. FOR PERSONAL AND CONSUMER PURPOSES**

ABP hereby grants to you a limited, non-exclusive license to access a subset of ABP Data through its website and the Verification of Certification service solely for personal and consumer purposes (i.e. to verify the credentials of your own doctor(s) or to investigate doctors whom you may be interested in visiting). “ABP Data” means information from the ABP database relating to physicians who have been certified in general pediatrics or a pediatric subspecialty by the ABP. The use of ABP Data for any other purpose is strictly prohibited.

##### **2. CREDENTIALING PURPOSES**

ABP hereby grants a third-party credentialing organization a limited, non-exclusive license to access a subset of ABP Data through its website and the Verification of Certification service solely to verify the credentials of a doctor. “ABP Data” means information from the ABP database relating to physicians who have been certified in general pediatrics or a pediatric subspecialty by the ABP. The use of ABP Data for any other purpose is strictly prohibited.

#### **GENERAL USE OF WEBSITE – LIMITED LIABILITY**

##### **1. DISCLAIMER OF WARRANTIES:**

The hosted system, Site, and the Materials are licensed to you “as is” without any express or implied warranties whatsoever, including without limitation the implied warranties of merchantability or fitness for a particular purpose. ABP does not warrant to you that the hosted



# **ABP Corporate Policy**

## **Master License and Terms of Use Policy**

system, Site, or Materials will operate error-free, or in an uninterrupted fashion, or that any will be corrected. Some jurisdictions do not allow the waiver or exclusion of implied warranties, so they may not apply to you. Without limiting the generality of the foregoing, ABP makes no warranty that:

- a) The services and material will meet your requirements.
- b) The services and material will be uninterrupted, timely, secure, or error-free.
- c) The results that may be obtained from the use of the materials or services will be effective, accurate, or reliable.
- d) The quality of any services or information obtained by you from the Site will meet your expectations.
- e) Any errors in software obtained from this Site or any link referred to or appended to this Site will be corrected.
- f) The information and materials on this Site are current.
- g) This Site does not have technical or other mistakes, inaccuracies or typographical errors.
- h) Changes to the Materials and documents at this Site can be made at any time without notice.

### **2. CONFIDENTIALITY**

Any information or materials provided by the ABP to you through the post login sections of the ABP website shall be considered confidential and proprietary information ("Confidential Information") for you. You agree to protect the Confidential Information from unauthorized use or disclosure during the term of this Agreement and thereafter, and you agree not to disclose to any third party such Confidential Information except as expressly permitted hereunder. You will only use the Confidential Information as expressly permitted here. Information shall not be considered Confidential Information if it (a) at the time of disclosure is generally known to the public without violation of this Agreement; (b) has been obtained from a third party (not ABP); (c) was known by you prior to the time of disclosure; (d) has been independently developed without use of or reliance on the Confidential Information; (e) was permitted for release or disclosure to any third party (not ABP); or (f) was furnished by ABP to a third party without imposing similar restrictions on such third party.

### **3. INJUNCTIVE RELIEF**

You agree that ABP may seek remedies before the court of any competent authority of any injunctive relief in relation to any breach of this Agreement or infringement by you of ABP rights.

### **4. LIMITATION OF LIABILITY**

In no event shall ABP be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use; damages or profits; loss or interruption of data or computer time; alteration or erroneous transmission of data; unauthorized access to or use of data transmitted by, to, or through the ABP website; or program errors whether or not ABP has been advised of the possibility of such damages by you, and on or under any theory of liability arising out of or in connection with the use of this Site or of any website referenced or linked to this Site.



## **ABP Corporate Policy**

### **Master License and Terms of Use Policy**

ABP assumes no responsibility for errors or omissions in the information, documents, software, and materials and/or services referenced by or linked to this Site.

Some jurisdictions may prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you. In that event, any liability of ABP shall be limited to that permitted by applicable law. The use of the materials and information or the downloading or the acquisition of any materials or information through this Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, or for any loss of data, that results from such activities.

The ABP does not provide medical advice or non-certified endorsements of products or services of others. No Site information, whether oral or written, obtained by you from the ABP or through or from the Site shall create any warranty not expressly stated in the Terms of Use.

This Site may contain links to third-party websites that are not under the control of ABP. ABP makes no representation whatsoever about any other website to which you may have access through this Site. When you access a website other than the ABP website, you do so at your own risk and ABP is not responsible for the accuracy or the reliability of any information, data, opinions, advice, statements, or materials on these sites or for the quality of any products or services available on such sites.

ABP provides these links merely as a convenience and courtesy to you and the inclusion of such links does not imply that ABP endorses or accepts any responsibility for the content or uses of such websites.

#### **INDEMNITY**

You agree to indemnify and hold ABP and its Officers, Directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Site (including, without limitation, user-supplied information, materials or communications collectively referred to herein as "user content"), your use of the Site, your connection to the Site, your violation of the terms of use, or your violation of any of the rights of another person or entity with regard to user content that you may use, or otherwise.

#### **ADJUDICATION OF DISPUTES, FORUM, WAIVER OF RIGHT TO JURY TRIAL**

In the event that any dispute arises between you and ABP whether under the terms hereof or as a result of any action taken by ABP or you as a result or consequence of your use of the Site or any documents or materials you downloaded, viewed or referred to on the Site, or by reason of any application, request for information or other contact between you or a representative of yours and ABP or any representative of ABP, you and the ABP expressly agree to waive and hereby waive any rights you each may have to a trial by jury of any and all issues arising in any action or proceeding between you and ABP or respective successors, representatives, or heirs.

In addition, any claim, dispute, or controversy ("claim") by you or ABP against the other shall be resolved in an appropriate court of law located in Orange County, North Carolina, as described



## ABP Corporate Policy

### Master License and Terms of Use Policy

above.

Nothing herein is designed to create or grant you or ABP any rights that you or ABP may not already have.

#### TRADEMARK INFORMATION

The trademarks, logos, and service marks ("Marks") displayed on this Site are the property of ABP or other third parties. You are not permitted to use the Marks without the prior written consent of ABP or a third party that may own the Marks. The name "American Board of Pediatrics" and the ABP logo and imprimatur are registered trademarks protected by federal law.

#### PRIVACY

For information regarding ABP's practices for safeguarding and disclosing personal information, see ABP's *Privacy Policy*.