

#### **ACVIM Website Terms and Conditions**

Effective Date: December 2, 2025 Last Updated: November 24, 2025

### 1. Acceptance of Terms

By accessing or using the American College of Veterinary Internal Medicine ("ACVIM," "we," "our," or "us") website at <a href="www.acvim.org">www.acvim.org</a> (the "Website"), you agree to be bound by these Terms and Conditions ("Terms"), our Privacy Policy, and all applicable laws and regulations. If you do not agree to these Terms, you must immediately stop using the Website.

These Terms apply to all users worldwide, including members, non-members, students, professionals, and guests.

# 2. Eligibility

- 1. You represent and warrant that you are at least sixteen (16) years old or of the legal age in your jurisdiction to form a binding contract.
- 2. Access to certain content, features, or services (including membership portals, online courses, and professional resources) may be restricted to registered members in good standing.

#### 3. Use of the Website

You agree to:

- 1. Use the Website only for lawful purposes.
- 2. Not violate applicable laws, regulations, or third-party rights.
- 3. Not engage in any activity that could harm, disable, overburden, or impair the Website, its servers, or networks.
- 4. Not attempt to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks connected to the Website.

# 4. Intellectual Property

1. All content on the Website, including text, graphics, logos, images, videos, audio, course materials, and software, is the property of ACVIM or its licensors and is protected by copyright, trademark, and other intellectual property laws.



- You may access content for personal, educational, or professional purposes only.
   No content may be reproduced, modified, distributed, transmitted, or used for commercial purposes without prior written consent from ACVIM.
- 3. Any use not expressly permitted herein is strictly prohibited.

### 5. User Submissions

- 1. By submitting content, ideas, comments, or feedback to ACVIM via the Website, you grant ACVIM a perpetual, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, publish, translate, distribute, and display such content.
- 2. You represent that your submissions do not infringe on the intellectual property rights of any third party and are lawful.
- 3. ACVIM reserves the right to remove, edit, or refuse any content at its sole discretion.
- 4. ACVIM cannot accept confidential or proprietary user submissions, and any ideas or materials shared through the Services are considered nonconfidential and non-proprietary.

# 6. Membership, Paid Content, and Fees

- 1. Certain content, resources, or services on the Website may require registration, membership, or payment of fees.
- 2. All fees are as published at the time of purchase. ACVIM reserves the right to change fees at any time.
- 3. Refunds are governed by ACVIM's refund policy.
- 4. You are responsible for all charges associated with your account and agree to provide accurate payment information.

#### 7. The Website Does Not Provide Medical Advice

- 1. The Content on this Website is for informational purposes only.
- 2. It is not a substitute for professional medical advice, diagnosis, or treatment.
- 3. Always consult a qualified health provider with any medical questions.
- 4. Never ignore or delay professional advice based on content from the Website.
- 5. ACVIM does not endorse or recommend specific tests, veterinarians, products, procedures, or opinions mentioned on the Website.
- 6. Reliance on information from ACVIM, its employees, invited contributors, or other users is at your own risk.



### 8. Disclaimers

- 1. The Website and its content are provided "as is" and "as available" without any warranties of any kind, express or implied.
- 2. ACVIM does not warrant that the Website will be uninterrupted, error-free, or free of viruses or other harmful components.
- 3. ACVIM makes no representation or warranty regarding the accuracy, completeness, or usefulness of any content, including medical, scientific, or educational content.

#### 9. Indemnification

You agree to indemnify, defend, and hold harmless ACVIM, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in connection with your:

- 1. Use of the Website;
- 2. Violation of these Terms; or
- 3. Violation of any applicable law or rights of a third party.

# 10. Termination

- 1. ACVIM may suspend or terminate your access to the Website at any time for any reason, including violation of these Terms, at its sole discretion.
- 2. Upon termination, your right to use the Website ceases immediately, and ACVIM may delete any content associated with your account.

#### 11. International Users

- 1. The Website is accessible worldwide, but ACVIM makes no representation that content is appropriate or available for use outside the United States.
- Users accessing the Website from outside the U.S. are responsible for compliance with local laws.
- 3. By using the Website, you consent to U.S. jurisdiction for any disputes arising from these Terms, unless prohibited by local law.

### 12. Privacy Policy



Use of the Website is also governed by ACVIM's <u>Privacy Policy</u>, which explains how personal information is collected, used, stored, and shared. By using the Website, you consent to the collection and use of personal information as described therein.

# 13. Sweepstakes, Contests, and Games.

- 1. Promotions (e.g., sweepstakes, contests, games) may have specific rules.
- 2. Review applicable rules before participating.
- 3. If there is a conflict between these Terms and Promotion rules, Promotion rules prevail.

# 14. Governing Law and Dispute Resolution

- 1. These Terms are governed by the laws of the State of Colorado, U.S.A., without regard to conflict-of-law principles.
- Any dispute arising out of or relating to these Terms shall be resolved in the state
  or federal courts located in Denver County, Colorado. You consent to the
  exclusive jurisdiction and venue of these courts.
- 3. International users submit to this jurisdiction to the extent permitted by local law.

# 15. DMCA / Copyright Policy

- 1. ACVIM respects the intellectual property rights of others and expects users to do the same.
- 2. To report alleged copyright infringement, please contact ACVIM's designated DMCA agent: Shannon Carter, American College of Veterinary Internal Medicine, 116 Inverness Drive E., Suite 375, Englewood, CO, 80112, acvim@acvim.org.

### 16. Modifications to Terms

- 1. ACVIM reserves the right, in its sole discretion, to modify or update these Terms at any time.
- 2. Updated Terms will be posted on the Website with the "Last Updated" date.
- 3. Your continued use of the Website constitutes acceptance of any changes.

# 17. Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### 18. Disclaimer



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.

### 19. 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.

# 20. Contact Information

For questions or concerns regarding these Terms, please contact:

Email: acvim@acvim.org



Mailing Address: 116 Inverness Drive E., Suite 375, Englewood, CO 80112

# 21. Notice to California Residents

If you are a California resident, you have rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA). ACVIM does not discriminate against users for exercising these rights. Please reference the Privacy Policy for additional information. The ACVIM does not knowingly collect personal information from residents under 16 without parental consent.