

## **DISCLAIMERS**

### **Medical Disclaimer**

All research and clinical material published by the University of Miami School of Medicine on the School's website is for informational purposes only. Readers are encouraged to confirm the information contained herein with other sources. Patients and consumers should review the information carefully with their professional health care provider. The information is not intended to replace medical advice offered by physicians. The University of Miami School of Medicine and the University of Miami will not be liable for any direct, indirect, consequential, special, exemplary, or other damages arising therefrom.

### **Terms of Use**

#### **UNIVERSITY OF MIAMI SCHOOL OF MEDICINE WEB SITE USE TERMS AND CONDITIONS PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.**

By using this site, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site.

The University of Miami ("UM") may revise and update these Terms and Conditions at any time. Your continued usage of the UM website ("UM Site," or the "Site,") will mean you accept those changes.

#### **THE SITE DOES NOT PROVIDE MEDICAL ADVICE**

Content on the UM Site, which may include text, graphics, images, or other information produced by UM or obtained from third party content providers ("Content Providers"), and other material contained on the UM Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the UM Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. UM does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by UM, UM employees, others appearing on the Site at the invitation of UM, or other visitors to the Site is solely at your own risk.

#### **LIABILITY OF UM AND ITS CONTENT PROVIDERS**

The UM Site and the Content are provided on an "AS-IS" basis. UM, ITS CONTENT

PROVIDERS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, UM, its Content Providers, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the UM Site or UM.
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the UM Site.

In no event shall UM, its Content Providers, its suppliers, or any third parties mentioned on the UM Site be liable for any claims or damages (including, without limitation, direct, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the UM Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not UM is advised of the possibility of such damages. UM is not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

UM reserves the right to take any action it deems necessary to protect the personal safety of its users, faculty, employees and staff, and the integrity of its systems and sites. UM has no liability or responsibility to users of the UM Site or any other person or entity for performance or nonperformance of the aforementioned activities.

#### **ADVERTISEMENTS, SEARCHES AND LINKS TO OTHER SITES**

UM may provide links to third party web sites or information. UM does not recommend and does not endorse the content on any third-party websites. UM is not responsible for the content of linked third-party sites, sites framed within the UM Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. UM does not endorse any product advertised on the UM Site.

**INDEMNITY** You agree to defend, indemnify, and hold UM, its officers, trustees, employees, agents, Content Providers, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

## **GENERAL**

UM is Florida not for profit corporation with its principal offices in Miami, Florida, U.S.A. If you access the UM Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction as described in these Terms and Conditions, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. The following provisions survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Liability, Indemnity, Jurisdiction, and Complete Agreement.

## **JURISDICTION**

These Terms and Conditions are governed by the laws of the State of Florida, without respect to its conflict of laws principles. You expressly agree that exclusive jurisdiction for any dispute with UM, or in any way relating to your use of the UM Site, resides in the state and federal courts of Miami-Dade County, Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts of Miami-Dade County, Florida in connection with any such dispute including any claim involving UM or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

## **COMPLETE AGREEMENT**

Except as expressly provided in a particular or specific notice on the UM Site, these Terms and Conditions and applicable UM Policies constitute the entire agreement between you and UM with respect to the use of the UM Site, and Content.

## **Privacy Statement**

Thank you for visiting the University of Miami website. Your privacy is very important to us. Simply stated, our policy is to collect no personally identifiable information about you when you visit our website unless you affirmatively choose to make such information available to us. This Privacy Statement generally describes how we collect, use and/or share information gathered by our websites.

## **Information We Collect**

When visiting our websites, some information is collected electronically or by technology. For example, when accessing the Internet, each computer is assigned a unique identifier called an IP address that identifies where information is coming from or where information should be sent. Along with your IP address, we collect information regarding which pages you visit on our site, from which page you came to our site, and the software you use to visit our site and its configuration. We use your IP address to help diagnose problems with our server, and to administer our Web site. When you use any shopping cart functions that may be included on our websites, your IP address is used to help identify you and your shopping cart and to gather broad demographic information. None of that information is associated with you as an individual.

Our websites also use cookies to deliver content specific to your interests. A Cookie is a collection of information stored on your computer that usually includes a username and the current date and time or other user specific information that helps us tailor our websites to your interests. Your web browser (Netscape, Explorer, etc) allows you to be warned when cookies are being placed on your computer or to refuse all cookies. However, not accepting or disabling cookies from our websites may prevent you from accessing certain parts of our websites.

## **Information You Provide**

In addition to information collected by technology, some parts of our websites may ask you to provide personal information. You will know when you are sharing personal information with us because you will need to send a message, fill out a form or application or answer questions, and then agree to provide this information to us. If you choose to share personal information with us we will use the information only for the purposes you have authorized.

Our site uses online surveys to ask you for information and/or forms for you to request information, products, and services. These online surveys or forms may ask you to provide personal information like contact information (like home or email addresses or phone numbers), unique identifiers (like Social Security numbers), and financial information (like account or credit card numbers). Contact information from these forms is used to respond to requests for information, send orders to you, or to contact you when necessary or requested. You may opt-out of receiving future mailings (see the Choice/Opt-out section below). Financial information that is collected is used to bill you for products and services you have requested. Unique identifiers (such as Social Security numbers) are collected from Web site visitors to verify the your identity and for use as account numbers in our record system.

Some of the information we collect or that you provide may be saved for a designated or indefinite period of time, but we will not disclose the information to third parties or government agencies, unless required to do so by state or federal law, in support of University sponsored programs or activities, or to protect the integrity, safety and security of our websites. (see below for information about how to update or remove your information).

## **Links Contained on Our Websites**

This site contains links to other non-University sites. The University of Miami is not responsible for the privacy practices and/or the content of such Web sites. Please be sure to check the individual privacy policies of those sites. The University of Miami is also not responsible for the privacy practices and/or content of the University of Miami's business partners and/or their websites, even if the University of Miami's brand appears on their page. The University of Miami is not responsible for any information collected by such Web sites.

## **Public Forums**

This site may make forums, message boards, and/or news groups available to you. Please remember that any information that is disclosed by you or others in these areas is not private and

becomes public information. and You should exercise caution when deciding to disclose your personal information in these or other similar areas of our websites.

### **Children's Guidelines**

The University of Miami does not collect online contact information from children under 13 years of age without prior parental consent or parental notification, which will include an opportunity for the parent to prevent use of the information and/or participation in the activity. In the absence of prior parental consent, online information will only be used to respond directly to the child's request. Such information will not be used for other purposes without prior parental consent. We do not distribute to third parties any personally identifiable information without prior parental consent. We do not give the ability to publicly post or otherwise distribute personally identifiable contact information without prior parental consent. We do not offer special games, prizes or other activities, to entice users to divulge more information than is needed to participate in the activity. We will, however, provide personal information collected about children if required by law, for example, to comply with a court order or a subpoena, or to protect the integrity, safety and security of our websites.

### **Copyright © University of Miami, All Rights Reserved**

Copyright 1997-2011, University of Miami. All rights reserved. You may print, reproduce, retrieve, or use the information and images contained in these University of Miami web pages for non-commercial, personal, or educational purposes only, provided that you (1) do not modify such information and (2) include both this notice and any copyright notice originally included with such information. If material is used for other purposes, you must obtain prior written permission from the University of Miami to use the copyrighted material prior to its use.