

# Terms of Use



**The AVMA Terms of Use was updated and effective as of September 18, 2018.**

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## Introduction

Welcome to the American Veterinary Medical Association. This agreement ("Agreement") describes the terms and conditions ("Terms") pursuant to which you may access and use any of the American Veterinary Medical Association ("AVMA") [Services](#) ("Services") as described on our [Privacy Policy](#), including, without limitation, any website containing the URL AVMA.org, and any other websites operated by the AVMA.

Please read this Agreement carefully. Your use of AVMA Services 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 discontinue use of our Services.

In consideration of the AVMA granting you access to the AVMA Services, you agree to the conditions, as outlined below.

## Changes to the Terms of Use

The AVMA reserves the right to change, modify, add or remove portions of the Terms of Use at its discretion with or without providing notice to users of our Services. Your use of any Services following any such modification shall be conclusively deemed to be your acceptance of such modification.

Whenever we change the Terms, however, we will endeavor to provide reasonable notice of changes through appropriate communications channels. Since these change notices last only for a limited time, you should check the Terms of Use regularly to see if there have been any changes.

## Disclosure of Information

The AVMA reserves the right to disclose information to third parties as described by the [information sharing practices](#) in our Privacy Policy. The AVMA may change, suspend or discontinue any aspect of AVMA Services at any time without notice or liability, including the availability of any feature, blog, database or other content.

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## License, Restrictions and Unlawful Use

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

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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access AVMA Services. You further agree that you will be solely responsible to AVMA 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 AVMA immediately](#).

As part of the registration process to use certain portions of the website, including but not limited to "members-only" areas of the AVMA website, you may select a user name and/or password. You may change your password at any time in accordance with the procedure on the website. You agree that you are exclusively responsible for maintaining the security of your password. You agree to provide AVMA 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 AVMA website.

### Use of Communication Services

The AVMA Services may contain bulletin boards, 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 AVMA, the public at large or with a group.

- You agree to use the Communication Services only to post, send, and receive messages and material that are appropriate 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;
- 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 AVMA 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.
- AVMA has no obligation to monitor the Communication Services. AVMA reserves the right but not the obligation to refuse, move, or remove, at any time for any reason and in AVMA's sole discretion, Content posted or uploaded by you to any AVMA website. By way of example and not of limitation, AVMA may remove content that, in AVMA's sole discretion, does not comply with the Terms or any of the items listed herein above.
- Individual sections of the AVMA Services 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 AVMA Services.
- All Content provided by you or any other party other than AVMA must identify the party who provided that Content. Anonymous posting or uploading of any Content is strictly prohibited.
- If you upload Content to any of the AVMA Services, you agree to the following:

- You agree to indemnify and hold harmless AVMA, 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;
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- An address, a telephone number, and an e-mail address where AVMA can contact you and, if different, an e-mail address where the alleged infringing party, if not AVMA, 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;
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- Your electronic or physical signature.

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 Schaumburg, IL 60173  
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## Choice of Law; Venue

To the maximum extent permitted by law, this Agreement, its Terms, and use of AVMA Services are governed by and will be interpreted under the laws of the State of Illinois, 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.

### General Legal Terms

Use of AVMA Services 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 AVMA with respect to AVMA Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and AVMA with respect to AVMA Services. 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 AVMA may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on AVMA Services. You agree that if AVMA does not exercise or enforce any legal right or remedy which is contained in the Terms (or which AVMA has the benefit of under any applicable law), this will not be taken to be a formal waiver of AVMA's rights and that those rights or remedies will still be available to AVMA.

### Additional Policies

In addition to this Agreement, the AVMA has other policies that you are encouraged to read:

- [Privacy Policy](#)
- [Social Media Moderation Policy](#)

### Contact Us

We want to hear from you. If you have any questions about our Terms of Use, you can email us at [privacy@avma.org](mailto:privacy@avma.org), call us at 800.248.2862 or write to us at:

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