

Ohio Foot and Ankle Medical Association and Ohio Foot and Ankle Medical Foundation  
Website Terms of Use

These terms of use ("Terms of Use") apply to the Ohio Foot and Ankle Medical Association ("OHFAMA") and the Ohio Foot and Ankle Medical Foundation ("OFAMF") website located at [www.OHFAMA.org](http://www.OHFAMA.org) ("Site").

Please read these Terms of Use carefully before using our Site. By using our Site, you agree to and are bound by the Terms of Use in place when you visit, and any other terms that may apply, such as the OHFAMA and OFAMF Online Privacy Policy.

We reserve the right to modify, alter or otherwise update these Terms of Use at any time and you agree to be bound by such modifications, alterations or updates. You should visit this page from time to time to review the current terms.

### **Privacy**

When voluntarily submitted by visitors, OHFAMA and OFAMF collects personal information about the users of its Site. Collection of this information is governed by the [OHFAMA and OFAMF On-line Privacy Policy](#).

### **User Conduct**

You agree to use the information that is available on the Site only for your own personal use, unless you obtain express authorization from OHFAMA and OFAMF. You may not make any unauthorized or commercial use of our interactive features. You may not engage in any conduct or action that is prohibited by or violates any federal, Tstate or local laws.

You agree not to distribute, publish or otherwise communicate any content which defames, abuses or threatens others, contains unauthorized copyrighted material or infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

You agree not to upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized materials, including spam or chain letters, or any material that contains software viruses or any other computer files or programs intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise disrupt the servers or networks connected to our Site.

### **Restrictions on Use of Materials**

You acknowledge and agree that content, including but not limited to text, software, music, sound, photographs, video, design, graphics or other material contained on this Site ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may not copy, reproduce, distribute or create derivative works from this Content or otherwise use, transmit, rebroadcast, publish, or distribute in any form this Content other than as expressly authorized by these Terms of Use, without OHFAMA's or OFAMF's prior, written consent. However, except if otherwise noted on our Site, you may download or duplicate one (1) copy of such Content for personal use only, provided you:

- Keep all copyright and other proprietary notices on every copy you make.
- Use the Content in a manner consistent, at all time, with these Terms of Use.
- Understand that we are not transferring ownership of the Content directly or by implication, nor are we granting any license or right to our trademarks, trade names, or copyrights or other intellectual property, nor to the intellectual property of any other party.

**Except as otherwise provided under "Linked Sites" below, using any of our Content for a commercial purpose without our express written consent-violates our copyrights and other proprietary rights.**

### **Trademarks**

All registered and/or unregistered trademarks and/or service marks (collectively, "Marks") used or referred to on this Site are the property of OHFAMA and OFAMF, unless otherwise noted. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify these Marks in any way without OHFAMA's or OFAMF's prior written consent. The use of Marks on any other website is prohibited, without prior written consent of OHFAMA and/or OFAMF.

### **Submissions**

OHFAMA and OFAMF is pleased to receive your comments and suggestions about our Site and the services we provide. However, any information, including comments, suggestions, ideas, notes, drawings, concepts or other materials or information ("Submissions"), that you provide through our Site, or in response to any Content on our Site, will be considered non-confidential, and will become our property.

OHFAMA, OFAMF and its designees may use any Submissions without restriction, and you grant, without limitation, the worldwide, perpetual, royalty-free, irrevocable right to reproduce, modify, edit, publish, make derivative works from and sell and distribute such Submissions in any and all forms and media, now or hereafter discovered, and for OHFAMA and OFAMF to license others to do the same.

If we receive online Submissions that contain personally identifying information about the provider, such as their name, address and telephone number, our Privacy Policy will govern how we will use or disclose this information. Please refer to our [OHFAMA and OFAMF On-line Privacy Policy](#) for further information.

### **Reporting Abuse**

OHFAMA and OFAMF does not wish to infringe on your copyrights, trademarks, or other property. If you would like to report what you believe may be an infringement or other abuse, please write to [admin@OHFAMA.org](mailto:admin@OHFAMA.org).

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OHFAMA and OFAMF SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPT OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE THIS SITE, OR RESULTING FROM ANY ERRORS OR OMISSIONS IN THE CONTENT, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED, EVEN IF OHFAMA AND OFAMF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

NOTE: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **Disclaimer of Warranties**

While every effort is made to ensure accuracy, OHFAMA and OFAMF makes no warranty that this Site will meet your requirements or that it will be uninterrupted, timely, secure or error-free; nor does OHFAMA or OFAMF make any warranty as to the results that may be obtained from the use of this Site or as to the accuracy or reliability of any information obtained through the Site. YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT.

UNLESS EXPRESSLY STATED OTHERWISE, OHFAMA PROVIDES CONTENT "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWABLE BY LAW. THIS INCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OHFAMA OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, EVEN IF OHFAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Linked Sites**

OHFAMA members and other medical professionals may link to this Site. OHFAMA and OFAMF is not necessarily affiliated or associated with websites operated by sponsors, producers or other third parties that link to or from the Site. We reserve the right to terminate any link or linking program at any time.

### **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless OHFAMA, OFAMF, its officers, directors, employees, agents, affiliates, distributors and licensees from and against any judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with any claim, demand, suit, action or

proceeding arising out of a breach by you of these Terms of Use or in connection with your use of this Site or any product or service related thereto.

**Governing Law**

This Agreement and the relationship between you, OHFAMA and OFAMF shall be governed by and construed in accordance with the laws of the state of Ohio. Any controversy or claim arising out of or relating to these Terms of Use relating to use of this Site and the Content shall be resolved in a Ohio court. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use must be filed within one (1) year after such claim or cause of action arises or will be forever barred.

**Waiver/Severability**

The waiver by either party of a breach or right under these Terms of Use will not constitute a waiver of any subsequent breach or right. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which will otherwise remain in full force and effect.

**Reservation of Rights**

Any rights not expressly granted herein are reserved.

**© 2020 Ohio Foot and Ankle Medical Association, Inc. and Ohio Foot and Ankle Medical Foundation Inc. All rights reserved.**