

GREATER LOUISVILLE MEDICAL SOCIETY WEBSITE Terms of Use

By accessing or using any of the Greater Louisville Medical Society ("GLMS") Internet properties including, without limitation, www.glms.org, and any others released by GLMS from time to time (collectively referred to as the "GLMS websites") you agree to comply with and be bound by these Terms of Use. Please read these Terms of Use carefully as well as GLMS's **Privacy Policy** which is incorporated by this reference. **If you do not agree to these Terms of Use and Privacy, you must immediately terminate your use of GLMS websites.**

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use GLMS websites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use GLMS websites and Content (as defined below) for your noncommercial personal use and for no other purpose. GLMS reserves the right to bar, restrict or suspend any user's access to GLMS websites, and/or to terminate this license at any time for any reason. GLMS reserves any rights not explicitly granted in these Terms of Use.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive GLMS's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), GLMS websites, any GLMS Content (as defined below), or any portion thereof. Further, you may not (i) use GLMS websites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to GLMS websites, including GLMS Content; (ii) interfere with the proper working of GLMS websites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (iii) interfere with any other person's use and enjoyment of GLMS websites.

3. Your Acceptance; Revisions to Terms of Use. GLMS websites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and GLMS regarding your use and access to GLMS websites. **By using GLMS websites you agree to the Terms of Use.**

GLMS reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to GLMS websites. Your use of GLMS websites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to GLMS websites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 22, shall apply to a controversy or claim of which GLMS had actual notice on or before the date of any such revision.

4. Additional Terms and Conditions. GLMS's **Privacy Policy** as well as additional terms and conditions applicable to certain portions of GLMS websites (collectively "Additional Terms and Conditions") are incorporated by this reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Personal Login Information. Certain features and areas of GLMS websites are available only with registration, login and/or a paid membership. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under

any circumstances. GLMS is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must **contact GLMS** immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

6. Privacy Policy. For information about GLMS's data protection practices and GLMS's use and protection of your personal information, please read GLMS's **Privacy Policy** which is incorporated into and made a part of these Terms of Use.

7. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of GLMS websites and not interfere with the use and enjoyment of GLMS websites by other users or with the operation and management of GLMS websites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on GLMS websites, including, without limitation, information required to be provided through a GLMS registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, GLMS reserves the right to terminate your access and use of GLMS websites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using GLMS websites, or defame or otherwise harm any party, including GLMS, through your use of GLMS websites.

8. User-Generated Content. GLMS does not claim ownership of content that you post on or through GLMS websites, such as comments or posts that you submit on forums, blogs, or other websites ("User-Generated Content"). You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to GLMS a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to GLMS's **Privacy Policy**.

9. Proprietary Rights. The content of GLMS websites includes, without limitation, (i) GLMS's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "GLMS Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through GLMS websites (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "GLMS Content"). GLMS Content is the property of GLMS, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any GLMS Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from GLMS or the owner of such content if GLMS is not the owner. Any use of GLMS Marks without GLMS's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in GLMS Content, including any such notices appearing on any GLMS Content you are permitted to download, transmit, display, print, or reproduce from GLMS websites.

10. Responsibility for Use of the Internet and GLMS websites. Use of the Internet and GLMS websites is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. GLMS does not guarantee the confidentiality or security of any communication or other material transmitted to or from GLMS websites over the Internet or other communication network. GLMS shall not be obligated to correct or update GLMS websites, GLMS Content or the User-Generated

Content and GLMS shall not be liable for omissions, typographical errors, or out-of-date information which may appear on GLMS websites.

11. Medical Disclaimer. GLMS Content is provided for informational purposes only and is not intended as medical advice, or as a substitute for the medical advice of a physician.

12. Patient Information. GLMS websites, including any public forums which you may access via GLMS websites, may contain confidential patient information ("Patient Information"). State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.

13. Third Party Information. GLMS websites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or other information made available by third parties such as content providers and other users of GLMS websites are those of the respective third party and not of GLMS or its affiliates. GLMS makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

14. Advertisers. GLMS websites may contain advertisements of third parties. The inclusion of advertisements on GLMS websites does not imply endorsement of the advertised products or services by GLMS. GLMS shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on GLMS websites. Further, GLMS shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on GLMS websites. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

15. Links to Third Party websites. GLMS websites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which GLMS exercises no control. The appearance of any such third party links (provided by GLMS or by a third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to GLMS websites, you do so entirely at your own risk.

16. Links to GLMS websites and GLMS Content. Links posted by third parties to GLMS websites and/or GLMS Content may not use GLMS trademark or logo and shall not suggest that GLMS promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of GLMS websites shall be the responsibility of the linking party. GLMS reserves the right to require any linking party to disable or remove any link that violates GLMS' rights or causes interruption or deterioration of GLMS Content.

17. Warranties Disclaimed. GLMS WEBSITES AND GLMS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER GLMS, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "GLMS PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT

LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) GLMS WEBSITES OR GLMS CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) ACCESS TO GLMS WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH GLMS WEBSITES WILL MEET YOUR EXPECTATIONS; OR (iv) GLMS CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON GLMS WEBSITES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

18. Limitation of Liability. GLMS PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE GLMS WEBSITES AND/OR ANY GLMS CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF GLMS WEBSITES AND/OR GLMS CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM GLMS WEBSITES, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM GLMS WEBSITES; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON GLMS WEBSITES; (vii) FROM ANY DELAY OR FAILURE OF GLMS WEBSITES ARISING OUT OF CAUSES BEYOND THE CONTROL OF GLMS; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, GLMS CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, GLMS WEBSITES (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO GLMS WEBSITES OR GLMS CONTENT.

In the event you are dissatisfied with, or dispute, these Terms of Use, GLMS websites and/or GLMS Content, your sole right and exclusive remedy is to terminate your use of GLMS websites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that GLMS has no other obligation, liability or responsibility to you or any other party.

19. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND GLMS'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless GLMS Parties from and against all claims arising from or in any way related to your use of GLMS websites and/or GLMS Content, a violation by you of these Terms of Use, or any other actions connected with your use of GLMS websites and/or GLMS Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. GLMS will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to GLMS Parties other than under this Section.

21. Term and Termination. These Terms of Use will take effect at the time you begin using GLMS websites. GLMS reserves the right, with or without notice, at any time and for any reason to deny you access to GLMS websites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with or violate them. You may terminate these Terms of Use at any time by ceasing to use GLMS website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of GLMS websites, including any GLMS Content, in your possession.

22. Arbitration; Venue. Any controversy or claim ("Claim") you have arising out of or relating to these i) Terms of Use, ii) Additional Terms and Conditions, iii) GLMS websites, and iv) any products and services accessed or purchased through GLMS websites shall be resolved by a single impartial arbitrator. Any such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not as part of, or as a representative of, a class. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Kentucky and/or the United States District Court shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of an arbitration award, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. GLMS reserves all rights and remedies available to it in law or equity.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties.

23. Governing Law. These Terms of Use and all matters regarding your use of GLMS websites shall be governed by, construed in accordance with, and enforced under the laws of the State of Kentucky applicable to contracts made and executed and wholly performed in the State of Kentucky, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

24. Waiver and Severability. The failure of GLMS to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

25. Complete Agreement. These Terms of Use, together with any revisions and Additional Terms and Conditions incorporated by reference constitutes the entire agreement between you and GLMS relating to GLMS websites and its use by you and supersedes any previous written or oral communication regarding use of GLMS websites.

26. Contact Information. If you have any questions or concerns regarding these Terms of Use or GLMS websites, please visit our "**Contact Us**" page.

27. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of GLMS websites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

28. Use of GLMS websites and GLMS Content outside of the United States. GLMS makes no claims regarding access or use of GLMS websites or GLMS Content outside of the United States. If you use or access GLMS websites or GLMS Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of those governing jurisdictions in addition to these Terms of Use.