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IACN Website

TERMS OF USE

PLEASE READ THESE WEBSITE TERMS OF USE ("TERMS") CAREFULLY. INTERNATIONAL ACADEMY OF CHIROPRACTIC NEUROLOGY, ITS DIVISIONS AND SUBSIDIARIES ("IACN") PROVIDE THIS WEBSITE TO YOU ("YOU") SUBJECT TO THESE TERMS. YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL RIGHT AND ABILITY TO AGREE TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN IACN AND YOU, AND YOU ACCEPT THEM BY USING THE WEBSITE IN ANY MANNER. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE DO NOT USE THIS WEBSITE. FAILURE TO ABIDE BY THESE TERMS MAY RESULT IN REVOCATION OF YOUR ACCOUNT AND YOUR ABILITY TO CREATE FUTURE ACCOUNTS.

OUR TERMS MAY BE REVISED PERIODICALLY, WITHOUT NOTICE, AND ARE EFFECTIVE IMMEDIATELY AFTER WE POST THE REVISIONS ON THIS SITE. BY CONTINUING TO USE THE SITE AFTER SUCH REVISIONS TO THESE TERMS ARE POSTED, YOU AGREE TO BE BOUND BY ANY SUCH REVISIONS AND YOU SHOULD THEREFORE PERIODICALLY VISIT THIS PAGE TO DETERMINE THE CURRENT TERMS TO WHICH YOU ARE BOUND.

THE ONLINE CODE OF CONDUCT AND ONLINE PRIVACY STATEMENT ARE INCORPORATED INTO THESE TERMS BY REFERENCE.

1. The Website Content.

(a) This website ("Website") includes without limitation: (a) information pertaining to education, science, advocacy, meetings and conferences, and other valuable information; (b) content such as data, text, software, music, sound, photographs, graphics, video, messages, or other materials; and (c) online services accessible via the Website.

(b) IACN makes no representation that the Website is appropriate or available for use in all locations or that IACN's Services are available in Your location.

(c) IACN shall have no ownership of, does not claim any interest in, and shall have no obligation of any kind with respect to, any content that You upload or post to, place on, or otherwise transmit, through our process, via the Website ("User-Generated Content"). Any User-Generated Content shall be deemed provided on a non-confidential basis. IACN shall be free to use or disseminate such User-Generated Content on an unrestricted basis for any purpose, and You grant IACN an irrevocable, perpetual, worldwide, royalty-free, nonexclusive, fully transferable license to use User-Generated Content for any and all purposes, including but not limited to, reproducing, modifying, adapting and creating derivative works of, distributing, transmitting, displaying, performing, and publishing (in any and all forms and media, now known or later discovered or created), as IACN determines in its sole discretion. You represent and warrant that you have proper authorization to grant this license.

IACN shall have no obligation to, or liability for failing to, actively monitor the site for inappropriate User-Generated Content, and does not undertake editorial control of User-Generated Content. In the event that any inappropriate User-Generated Content is brought to IACN's attention, IACN may take all appropriate action. IACN may, but is not required to, pre-screen, refuse, or remove any User-

Generated Content that IACN deems to be abusive, defamatory, obscene, an infringement of others' intellectual property rights, or otherwise in violation of the Online Code of Conduct or any other provision set forth in these Terms.

(d) All Website content produced by IACN or for IACN on the Website ("IACN Content") is protected by copyright, and owned or controlled by IACN, or, if applicable, the party credited. You shall abide by all additional copyright notices, trademark notices, information, or restrictions contained on the Website.

2. License. Subject to Your compliance with these Terms, IACN grants You a non-exclusive, nontransferable, limited, fully-revocable (at any time and for any reason) term license to access and use the Website for personal, noncommercial use only. Any other use of the Content is strictly prohibited without the prior written consent of IACN.

3. Your Obligations.

In consideration of Your use of the Website, You agree:

- not to use the Website to: (i) transmit spam, unsolicited communications, or unauthorized third-party content; (ii) spoof someone else's identity or otherwise misrepresent Your affiliation with a person or entity; (iii) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any User-Generated Content; (iv) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Website; (v) engage in activities that would violate applicable local, state, national or international law, or any regulations having the force of law; or (vi) collect or store personal data about other users unless specifically authorized by such users; and

- to be entirely responsible for all User-Generated Content and, specifically, not to upload, post or otherwise transmit, via the Website, any User-Generated Content that: (i) is harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, threatening, or otherwise objectionable; (ii) constitutes an unauthorized disclosure of personal information; (iii) violates or infringes anyone's intellectual property rights; (iv) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or interfere with the operation of any software, hardware, or other equipment; or (iv) violates the Online Code of Conduct; and

- to accept sole and exclusive responsibility (as between IACN and You) for adequate protection of Your data and/or equipment used in connection with the Website; and

- to defend IACN from any claim, suit, demand, and action of any third party, and indemnify and hold IACN harmless from any resulting judgment, settlement, and cost, including reasonable attorneys' fees, due to or arising out of Your use of (or connection to) the Website (including any use by You on behalf of Your employer), Your breach of these Terms, or Your violation of any third-party rights.

4. Advertisers/Promoters.

(a) The Website may contain advertisements and/or promotions of third parties ("Sponsors"). The inclusion of advertisements and/or promotions of Sponsors and other Internet sites or resources that offer content, goods, or services on the Website does not imply endorsement of the advertised/promoted

products or services by IACN. You agree that Your dealings with, or participation in promotions of, Sponsors (including, without limitation, payment, delivery of goods or services, warranties, representations, and any other terms or conditions associated with such dealings) are solely between You and Sponsors, and IACN shall have no responsibility or liability for any loss, damage, claim, or complaint of any sort or nature You incur as the result of or relating to any such dealings regardless of the presence of Sponsors on the Website.

(b) You may find links to other Internet sites or resources on the Website that offer content, goods, or services. You acknowledge and agree that IACN has no responsibility or liability (directly or indirectly) for: the availability of such external sites or resources; any content, advertising, products, or other materials on or available from such sites or resources; any damage, loss, claim, or complaint (actual or alleged) caused by, arising from, or in connection with Your use of or reliance on any such content, goods, or services available on or through any such site or resource.

5. Confidentiality.

During your access to and use of the Website, You may obtain information that IACN or other users consider "confidential" or "proprietary" ("Confidential Information"). You agree (i) not to reveal Confidential Information to any third parties and (ii) to take precautions, which shall be at least the more protective of (A) reasonable and prudent care or (B) those taken in safeguarding Your own trade secret, confidential, or proprietary information, whether by instruction, agreement, or otherwise, to satisfy Your obligations under these Terms with respect to authorized use, protection, and security of the Confidential Information. The foregoing restrictions do not extend to information that (i) is at the time of disclosure already known to You from a source not under a confidentiality obligation, (ii) is published, or otherwise made known to the public by IACN, without restriction, or (iii) is received by You from a third party who is not bound by any confidentiality obligations with respect to such information. You agree that the wrongful disclosure of Confidential Information will cause IACN (or its other users) irreparable injury that is inadequately compensable in monetary damages; accordingly, IACN shall be entitled to injunctive relief in any court of competent jurisdiction against You for the breach or threatened breach of this paragraph, in addition to any other remedies at law or equity.

6. Intellectual Property Rights.

(a) Except as otherwise provided in these Terms, You shall not (via any means, now known or later discovered or created) reproduce, modify, distribute in any manner (including rent, lease, loan, or sell), mirror, frame, republish, transmit, create derivative works of, or remove or modify any copyright or trademark notice or other notice of ownership relating to, content on the Website, in whole or in part.

(b) Unless explicitly stated otherwise in these Terms, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

(c) If you believe that Your copyright, trademark, or privacy rights have been infringed, in any way, by any content on the Website, please contact:

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7. Warranty Disclaimer.

YOU USE THE WEBSITE AT YOUR SOLE RISK (INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER DAMAGES THAT RESULT FROM OBTAINING ANY CONTENT FROM THE WEBSITE INCLUDING COMPUTER VIRUSES). TO THE EXTENT PERMITTED BY LAW, IACN PROVIDES THE WEBSITE "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, AND IACN SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IACN MAKES NO WARRANTY, REPRESENTATION, COVENANT, OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED: (I) AS TO THE VALUE, QUALITY, TIMELINESS, USEFULNESS, RELIABILITY, SECURITY, SUITABILITY, TRUTHFULNESS, OR COMPLETENESS OF THE WEBSITE; (II) THAT THE WEBSITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (III) THAT THE WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS; (IV) AS TO THE QUALITY OR VALUE OF ANY SPONSORS' PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN VIA THE WEBSITE; OR (V) THAT ANY ERRORS IN THE WEBSITE WILL BE CORRECTED. IACN MAKES NO REPRESENTATION THAT THE WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES OF AMERICA, AND ACCESS TO IT FROM TERRITORIES WHERE THE CONTENT IS ILLEGAL IS PROHIBITED. THOSE WHO CHOOSE TO ACCESS THIS SITE FROM SUCH OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LOCAL LAWS.

8. Medical and Legal Disclaimer. No material contained on the Website should be construed as medical or legal advice.

9. Limitation of Liability.

(a) To the extent permitted by law, IACN shall have no liability, relating to Your use of (or connection to) the Website, for direct, indirect, consequential, incidental, exemplary, special, or punitive damages even if advised of the possibility of such (including, but not limited to, loss of business, profits, business information, or business interruption, or any other pecuniary loss). This limitation shall be enforced even if it causes an exclusive remedy to fail of its essential purpose.

(b) IACN reserves the right, at any time, in IACN's sole and exclusive discretion, to amend, modify, suspend, or terminate the Website, and/or Your use of or access to it, with or without notice, and IACN shall have no liability to You or any other person or entity for any modification, suspension, or termination of the Website, or any loss of related information.

10. Miscellaneous.

(a) IACN may provide notice(s) to You via e-mail, regular mail, reputable overnight delivery service, or by posting notices or links to notices on the Website.

(b) These Terms and performance in accordance with these Terms shall be governed by the laws of the

State of Minnesota. Sole venue and jurisdiction for any proceedings pertaining to these Terms shall be in the state and federal courts located in Minnesota.

(c) IACN shall not be liable under these Terms for failure to perform any of its obligations during any period in which it cannot perform due to matters beyond its control, including, but not limited to acts of God, strike, fire, flood, natural disaster, war, embargo, or riot.

(d) The waiver or failure of IACN to exercise in any respect any right provided for in these Terms shall not be deemed a waiver of any further right in these Terms.

•IACN reserves any rights not explicitly granted in these Terms.

(f) If any provision of these Terms is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is, to the extent necessary, deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

(g) These Terms constitute the entire agreement and understanding regarding Your use of the Website and supersede any prior versions of the Terms. No amendment, addition, deletion, or revision to these Terms shall be valid unless in writing and signed by an officer of IACN. The headings used in these Terms are for convenience only and shall not control or affect the meaning or construction of any provisions of these Terms.