

The IAIABC Terms of Use

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2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive the IAIABC'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), the IAIABC website, any IAIABC Content (as defined below), or any portion thereof. Further, you may not (i) use the IAIABC website for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the IAIABC website, including IAIABC Content; (ii) interfere with the proper working of the IAIABC website 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 the IAIABC website.

3. Your Acceptance; Revisions to Terms of Use. The IAIABC website is 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 the IAIABC regarding your use and access to the IAIABC website. **By using the IAIABC website, you agree to the Terms of Use.**

The IAIABC reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the IAIABC website. Your use of the IAIABC website 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 the IAIABC website.

4. IAIABC Policies; Additional Terms and Conditions. The IAIABC's [Privacy Policy](#), as well as other additional terms and conditions applicable to certain portions of the IAIABC website (collectively "Additional Terms and Conditions") are incorporated herein by 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. Click-Through Agreements. Before using certain areas of the IAIABC website, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" or "I Agree" to acknowledge your consent or acceptance of a Click-Through Agreement. To

the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the IAIABC website are available only with registration, login and/or a paid subscription. 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. The IAIABC 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 the IAIABC](#) 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.

7. Privacy Policy. For information about the IAIABC's data protection practices and the IAIABC's use and protection of your personal information, please read the IAIABC's [Privacy Policy](#) which is incorporated into and made a part of these Terms of Use.

8. 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 the IAIABC website and not interfere with the use and enjoyment of the IAIABC website by other users or with the IAIABC's operation and management of the IAIABC website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the IAIABC website, including, without limitation, information required to be provided through an IAIABC registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, the IAIABC reserves the right to terminate your access and use of the IAIABC website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the IAIABC website, or defame or otherwise harm any party, including the IAIABC, through your use of the IAIABC website.

9. User-Generated Content. The IAIABC does not claim ownership of content that you post on or through the IAIABC website, such as comments or posts that you submit on forums, blogs, or other website ("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 the IAIABC a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and create derivative works of the User-Generated Content, subject to the IAIABC's [Privacy Policy](#).

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

16. 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 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE IAIABC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the IAIABC Parties from and against all claims arising from or in any way related to your use of the IAIABC website and/or IAIABC Content, a violation by you of these Terms of Use, or any other actions connected with your use of the IAIABC website and/or IAIABC Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. The IAIABC 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 the IAIABC Parties other than under this Section.

18. Term and Termination. These Terms of Use will take effect at the time you begin using the IAIABC website. The IAIABC reserves the right, with or without notice, at any time and for any reason to deny you access to the IAIABC website 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 the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the IAIABC 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 the IAIABC website, including any IAIABC Content, in your possession.

19. **Governing Law.** These Terms of Use and all matters regarding your use of the IAIABC website shall be governed by, construed in accordance with, and enforced under the laws of the State of Wisconsin applicable to contracts made and executed and wholly performed in the State of Wisconsin, 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 apply 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.

20. **Waiver and Severability.** The failure of the IAIABC 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.

21. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and the IAIABC relating to the IAIABC website and its use by you, and supersedes any previous written or oral communication regarding use of the IAIABC website.

22. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the IAIABC website, please visit our "[Contact Us](#)" page.

23. **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 the IAIABC website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

24. **Use of IAIABC website and IAIABC Content outside of the United States.** The IAIABC makes no claims regarding access or use of the IAIABC website or the IAIABC Content outside of the United States. If you use or access the IAIABC website or the IAIABC Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

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