



## Terms of Use for IJCAHPO Websites

(Updated February 18, 2022)

**THE FOLLOWING TERMS OF USE (“TOU”) APPLY TO YOUR USE OF THIS WEBSITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS AND CONDITIONS AS THEY MAY BE AMENDED BY US FROM TIME TO TIME. PLEASE READ THEM CAREFULLY.**

**Electronic Communications.** You are communicating with us electronically when you visit any of the International Joint Commission on Allied Health Personnel in Ophthalmology’s (“IJCAHPO”) websites or send e-mails to us. You consent to receive communications from us electronically. IJCAHPO’s website addresses include but are not necessarily limited to: [www.icaampo.org](http://www.icaampo.org), [www.eyecarece.icaampo.org](http://www.eyecarece.icaampo.org), [www.actioned.org](http://www.actioned.org), [www.myeyecareer.org](http://www.myeyecareer.org), [www.discovereyecareers.org](http://www.discovereyecareers.org), [www.myjcahpoce.org](http://www.myjcahpoce.org), [store.icaampo.org](http://store.icaampo.org), and [public.icaampo.org](http://public.icaampo.org) (collectively, the “Site”).

**Privacy Policy.** To access a copy of IJCAHPO's Privacy Policy, which explains the way IJCAHPO uses, stores, and discloses information provided by you to IJCAHPO or information IJCAHPO may maintain or store regarding you, [you may do so here](#).

**Consent and Survival of Agreement.** By using the services provided by IJCAHPO under this TOU and Privacy Policy, you acknowledge that you have read and agree to be bound by this TOU and the Privacy Policy. These terms of this TOU and Privacy Policy, and your obligations under these agreements, continue to apply to you even if you are no longer using the Site services.

**Modifications to Terms of Service and Privacy Policy.** You understand that the terms of the TOU and Privacy Policy may change without notice and that you accept any such modifications with your continued use of the Site. Any such revision or change will be binding upon you after ten (10) days of posting of the updated TOU and/or Privacy Policy on the Site without any objection from you, immediately upon an e-mail or other written notification to you, or immediately upon your usage of the Site, whichever comes first. If you disagree with any modification to the TOU or Privacy Policy, you must immediately discontinue any use of the Site and inform us in writing using the contact information at the bottom of this page.

**Adult Usage Only.** This Site is intended for those who are of the age of majority and able to legally enter binding contracts without any right of rescission. Accordingly, in using this Site, you represent, warrant, and agree that you are at least eighteen (18) years or older, or otherwise are of the age of majority and able to enter into binding, non-rescindable contracts.

**Copyright.** All content including but not limited to text, graphics, downloads, and software included on this Site is the property of IJCAHPO or its licensors and protected by applicable United States and international copyright laws.

**License and Restrictions.** IJCAHPO grants you a limited, revocable license to access and make personal use of this Site. Except as otherwise explicitly agreed in writing, IJCAHPO

owned content received through the Site may be downloaded, displayed, and printed for your personal, non-commercial use only. Content owned by IJCAHPO licensors may be subject to additional restrictions. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of IJCAHPO. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Site to anyone, including but not limited to others in the same organization without IJCAHPO's express prior written consent.

**Notice Specific to IJCAHPO's "Clinic CE Subscription" Plan.** The IJCAHPO Clinic CE Subscription plan (hereafter referred to as the "PLAN") is an agreement between a clinic or company (hereafter referred to as the "PURCHASER") and IJCAHPO, in which IJCAHPO provides recurring access to a select number of online courses to all PURCHASER employees for a duration of time determined at the time the PLAN is purchased. Upon purchasing a PLAN, the PURCHASER will be provided with a coupon code (hereafter referred to as a COUPON). The COUPON can be used only by PURCHASER employees in lieu of ordinary charges for selected IJCAHPO online courses. The PURCHASER employees must be currently employed by the PURCHASER at the time of use of the COUPON. Use of the COUPON is restricted to only employees of the PURCHASER. As a condition to use of the PLAN benefits, PURCHASER agrees to limit the distribution and use of the COUPON to its employees and to protect and restrict use by anyone else. Use of the COUPON by others, not employed by the PURCHASER at the time of use, is a violation of the PLAN. IJCAHPO reserves the right to deny awarding continuing education credit to individuals using the COUPON in violation of the terms of use of the PLAN and may restrict, limit or terminate a PURCHASER's access to the PLAN for any violation of the applicable terms of use.

**Notice Specific to Software Available on This Site.** Any software including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") that is made available to download from the website is the copyrighted work of IJCAHPO and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software is licensed to you by us or third-party licensors for your personal use only. We do not transfer title to the Software to you. You may own the medium on which the Software is recorded, but we (or our third-party licensors) retain full and complete title to the Software and all intellectual property rights therein.

The Software is made available for download or access solely for use by end users according to the License Agreement. You may not redistribute, sell, auction, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form. Any reproduction or redistribution of the Software, not in accordance with the License Agreement, is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted to the maximum extent allowable under law.

WITHOUT LIMITING THE FOREGOING, COPYING, OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, IJCAHPO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

FOR YOUR CONVENIENCE, IJCAHPO MAY MAKE AVAILABLE AS PART OF THE SITE OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. IJCAHPO DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. SUCH PRODUCTS, TOOLS, AND UTILITIES ARE PROVIDED WITHOUT WARRANTY AND ON AN AS-IS BASIS ONLY. YOU MUST RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE WEBSITE OR IN IJCAHPO SOFTWARE PRODUCTS.

**No Unlawful or Prohibited Use.** As a condition of your use of the websites, you will not:

1. Use the Site for any purpose that is unlawful or prohibited by these terms, conditions and notices;
2. Use the Site in any manner that could damage, disable, overburden, or impair any IJCAHPO server, or the network(s) connected to any IJCAHPO server, or interfere with any other party's use and enjoyment of the Site;
3. Attempt to gain unauthorized access to any website, other accounts, computer systems, or networks connected to any IJCAHPO server or to any of the website through hacking, password mining, or any other means;
4. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;
5. Use data mining, robots, screen scraping, or similar data gathering and extraction tools on this Site;
6. Use any meta tags or any other "hidden text" utilizing IJCAHPO's name service or trademarks or trade dress without the express written consent of IJCAHPO;
7. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
8. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information;
9. Upload, or otherwise make available files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
10. Use any material or information, including images or photographs, which are made

available through the website in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;

11. Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
12. Harvest or otherwise collect information about others, including but not limited to e-mail addresses, internet protocol addresses, and metadata;
13. Use the Site in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
14. Violate any applicable laws or regulations; and
15. Use the Site, services, or tools if you are not able to form legally binding contracts.

Any unauthorized use automatically terminates any permission or license granted by IJCAHPO to you. IJCAHPO reserves the right to pursue all of its legal remedies for your abuse of the Site services and/or infringement of IJCAHPO's rights.

**Trademarks.** IJCAHPO logos, graphics (including print style and colors used), names, and acronyms are trademarks, service marks, or trade dress of IJCAHPO and may not be used without the prior express written consent of IJCAHPO. All permitted users must include tag lines identifying the marks as belonging to IJCAHPO and being used with permission. Other trademarks or service marks that may appear on the Site are the property of their respective owners and may not be used without prior permission of such owners.

**Postings, Feedback, and Other Material Supplied by You.** If the Site provides you the opportunity to provide your feedback and suggestions or to otherwise post, upload, input, or submit for review by others using the IJCAHPO Site ("Submission(s)") you agree that IJCAHPO and its affiliated entities provided an irrevocable license to freely use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights.

Except as otherwise agreed between you and IJCAHPO, pursuant to a separate agreement signed by both IJCAHPO and you, IJCAHPO will not pay any compensation to you for the use of your Submission. IJCAHPO is under no obligation to post or use any Submission you may provide, and may remove any Submission at any time in its sole discretion.

You represent and warrant that with respect to any Submission you make, you have full legal right under copyright and any other applicable law to provide, post, upload, input, or submit the Submissions and to grant the licenses and sublicenses described in these TOU.

**Links to Third Party Sites.** The Site may provide you with links to sites not operated or supported by IJCAHPO that will let you leave the Site. Such linked sites are not under the control of IJCAHPO and IJCAHPO is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. IJCAHPO is providing these links to you only as a convenience, and the inclusion of any link does not imply

endorsement by IJCAHPO of such sites.

**Third Party Content.** This Site may display content supplied by third parties and users of the Site. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, or any other user of the Site are those of the respective author(s) or distributor(s) and not of IJCAHPO.

**Monitoring.** IJCAHPO has the right, but not the obligation, to monitor the content of the Site to determine compliance with the TOU and any other operating rules established by IJCAHPO. IJCAHPO has the right in our sole discretion to edit, refuse to post, or remove any material submitted to or posted on the Site. Without limiting the foregoing, we shall have the right to remove any material that we, in our sole discretion, find to be in violation of the provisions of the TOU or otherwise objectionable or stale. Notwithstanding this right, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither IJCAHPO nor any third-party content provider shall assume or have any liability for any action or inaction by us or any third-party content provider with respect to any conduct, communication, or posting on the Site.

**Secured areas/passwords.** Some portions of this Site are restricted and require authorization for access. Unauthorized use of or access to these areas is prohibited. Actual or attempted unauthorized use of, or access to such areas may result in criminal and/or civil prosecution. Attempts to access such areas without authorization may be viewed, monitored, and recorded and any information obtained may be given to law enforcement organizations in connection with any investigation or prosecution of possible criminal activity on this system. If you are not an authorized user of such areas or do not consent to continued monitoring, you should not attempt to access such areas.

If you are an authorized user of any restricted area, you are responsible to maintain the security/confidentiality of your password. **DO NOT SHARE YOUR PASSWORD WITH ANYONE.** IJCAHPO will not ask you for your password. If you know or suspect that your password has been compromised, change your password immediately. If you suspect any unauthorized activity related to your account, you should contact IJCAHPO. IJCAHPO will not be responsible if you do not properly secure your password or if you choose to share your password with anyone else.

**Accuracy of Information Provided by You.** You agree that all information you provide IJCAHPO is true, current, complete, and accurate. You also agree that you will update your information as needed to keep it true, current, complete, and accurate. You hereby agree to notify us within five (5) business days of a change in any information you provided us. Failure to provide such new information will constitute a material breach of the terms of this TOU.

**Maintenance/Site Down Time.** IJCAHPO may perform maintenance whenever it deems reasonably necessary. Maintenance is generally scheduled for off-peak hours, such as weekends and evenings.

**DISCLAIMER.** THIS SITE IS PROVIDED BY IJCAHPO ON AN "AS IS" AND "AS AVAILABLE" BASIS. IJCAHPO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. IJCAHPO RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS SITE AT ANY TIME IN ITS

DISCRETION. IJCAHPO DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE SITE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE.

IJCAHPO DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS CUSTOMERS OVER THE INTERNET, TELEPHONE SYSTEM, OR OTHER FORM OF COMMUNICATION SYSTEM. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF EQUIPMENT OR WEBSITE PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY SUCH THIRD PARTIES MAY PRODUCE SITUATIONS IN WHICH THE WEBSITE MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH IJCAHPO WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, IJCAHPO CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, IJCAHPO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IJCAHPO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IJCAHPO DOES NOT WARRANT THAT THIS SITE, ITS SOFTWARE PROVIDED ON THIS SITE, ITS SERVERS, OR E-MAILS SENT FROM IJCAHPO ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IJCAHPO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**Health Information.** This site may contain information on health-related topics. This information is not meant to be a substitute for the advice provided by your own doctor. You should not use this information for diagnosing a health problem or disease, and should always consult your own doctor.

**Applicable Law.** The laws of the state of Minnesota, without regard to principles of conflict of laws, govern these TOU as well as any dispute that might arise between you and IJCAHPO or its affiliates.

**Disputes.** Any dispute relating in any way to your use of the Site or Site services shall be submitted to confidential arbitration in Ramsey or Hennepin County, Minnesota, except that, to the extent you have in any manner violated or threatened to violate IJCAHPO's intellectual property rights, IJCAHPO may seek injunctive or other appropriate relief in any state or federal court in the state of Minnesota, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

**Attorneys' Fees.** If IJCAHPO prevails in any action, suit, or proceeding arising from or based upon this TOU, IJCAHPO shall be entitled to recover its reasonable attorneys' fees in connection therewith in addition to court costs and other fees and disbursement incurred in such action, suit, or proceeding.

**Headings.** The headings in this TOU are for convenience only. The heading of any section shall not affect the interpretation of any provision of the rights or obligations of the parties.

**Exclusive Remedy and Damages Cap.** You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any claim you assert against IJCAHPO related to the Site, this TOU, the Privacy Policy, or procurement of other services, is limited solely to the amount you paid for such services or \$500, whichever is less. IN NO EVENT SHALL IJCAHPO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY PECUNIARY LOSS RELATED TO THE COST OF PROCURMENT OF SUBSTITUTE SERVICES, LOST EARNINGS, WAGES, BACK WAGES, FUTURE WAGES, OR STATUTORY PENALTIES RELATED TO EMPLOYMENT MATTERS) ARISING OUT OF OR RELATING TO THE USE OF THIS SITE, INABILITY TO USE THE SITE, OR ANY OTHER HARM YOU CLAIM IN WHICH IJCAHPO MAY BE RESPONSIBLE.

**Time Limitations for Action.** Unless prohibited by law, you agree that any cause of action arising out of or related to the services provided to you by IJCAHPO must commence no later than one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

**Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS TOU, THE PRIVACY POLICY, OR RELATED TO SITE SERVICES. SUCH WAIVER ALSO INCLUDES ANY HEARING, MOTION, OR APPLICATION RELATED TO ATTORNEYS' FEES.

**Successors and Assigns.** Except as otherwise expressly provided herein, this TOU shall bind and inure to the benefit of the successors, assigns, heirs, executors, and administrators of the parties hereto.

**Non-Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this TOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No failure or delay by IJCAHPO in exercising any right, power, or privilege hereunder shall operate as a waiver. Similarly, IJCAHPO's election to not assert its rights under this TOU shall not preclude IJCAHPO from asserting its rights in the future.

**No Third-Party Beneficiaries.** Except as expressly provided herein, nothing in this TOU is intended to confer upon any third-party any rights, remedies, obligations, or liabilities.

**Indemnity.** As a user of this Site, you agree to, and hereby do, release, indemnify, defend, and hold harmless IJCAHPO and all of its agents, affiliates, officers, employees, subsidiaries, licensors, and assigns from any and all claims, actions, proceedings, or demands and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and expenses, made by any third-party or relating to or arising under violations of your TOU or

the Privacy Policy, your submissions to the Site, the services provided by IJCAHPO to you, your use of any services of the Site or provided by IJCAHPO, or your alleged violation of any rights of another. This indemnification provision shall not affect nor impair any person's right to lawfully pursue claims against other users of this Site for their alleged violations of the law. This indemnification obligation is in addition to any other rights or remedies IJCAHPO may have in law or equity.

You agree that IJCHAPO shall have the right to participate in the defense of any claim asserted against IJCAHPO. You also agree that IJCAHPO shall be entitled to retain a counsel of its own choosing at your cost. You further agree to notify IJCHAPO of your knowledge of any claim against IJCAHPO. You agree to cooperate fully with IJCAHPO during such proceedings.

**Restrictions on International Use and Export and Import Compliance.** Use of the Site and transfer, posting, and uploading of software, technology, and other technical data via the Site may be subject to the export and import laws of the United States and other countries. You agree to, and shall comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the Site to parties identified on such lists; (b) agree not to use the Site for military, nuclear, missile, chemical, or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the Site any software, technology, or other technical data in violation of U.S. or other applicable export or import laws.

**Site Policies, Modification, and Severability.** Please review our other policies. These policies also govern your visit to IJCAHPO. We reserve the right to make changes to our Site, policies, and these TOU at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be modified to best reflect the intent of this TOU while remaining legally valid and shall not affect the validity and enforceability of any remaining conditions.

**Hyperlinking to the IJCAHPO Sites.** You may not hyperlink to this Site unless you have the advanced written and signed permission from the IJCAHPO Executive Director. If you are granted permission to hyperlink, you will have a limited, revocable, nonexclusive right to create a hyperlink to this Site provided you comply at all times with all of the following conditions:

- The hyperlink must resolve to IJCAHPO's page at [www.IJCAHPO.org](http://www.IJCAHPO.org) or to another of IJCAHPO's webpages as agreed to in writing as part of the permission;
- The text of the hyperlink on the linking website must include the terms "IJCAHPO" or [www.IJCAHPO.org](http://www.IJCAHPO.org) (you may not use any IJCAHPO logo or other proprietary graphic, including but not limited to banner advertisements, as part of the hyperlink without the prior written permission of IJCAHPO);
- The hyperlink and surrounding context on the linking website must not falsely represent or suggest any relationship between the linking website and IJCAHPO (including suggestions of affiliation, endorsement or sponsorship);
- The hyperlink and surrounding context on the linking website must not portray IJCAHPO or its products or services in a false, misleading, derogatory, or otherwise offensive manner; and
- The hyperlink must deliver users directly to the Site unaltered, unmodified, and unadulterated in any way by the hyperlinking website.



**Notice.** IJCAHPO may provide you with notices, including those regarding changes to the TOU, including but not limited to email, regular mail, text message, postings on the Site, or other reasonable means now known or hereafter developed.

**Reports of Abuse.** If you have any reason to believe that content on the Site violates any law, that any user of the Site is using Site services to violate the law, or that any user is violating the TOU or privacy policy, you may inform IJCAHPO in writing about the facts and circumstances of the alleged abuse/violations. IJCAHPO may, but is not obligated, to investigate the allegations.

**Retention of Records.** You agree to comply with all applicable governmental laws, ordinances, rules, and regulations related to the retention of records. Under no circumstances will IJCAHPO be liable to you for your failure to retain necessary records, nor will IJCAHPO's (non-)retention of records act to alleviate your duty under the law.

**California Residents.** In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**How to Contact Us.** You may IJCAHPO at:

IJCAHPO

Attn: Online Terms of Use Inquiry

2025 Woodlane Drive

St. Paul, MN 55125

[jcahpo@jcahpo.org](mailto:jcahpo@jcahpo.org)

Phone: (651) 731-2944

Fax: (651) 731-0410