

## Terms and Conditions of Use

Effective May 2018

ABGC is committed to keeping your e-mail address confidential. We do not sell, rent or lease to third parties the emails of members, Annual Meeting attendees or anyone else with whom we conduct business.

Welcome to the Web site of the American Board of Genetic Counselors (ABGC). This site is provided as a service of ABGC.

1. **Agreement.** By using the ABGC Web site (Site), you agree to these Terms and Conditions of Use (Terms of Use). ABGC reserves the right to change these Terms of Use from time to time. The current "Terms and Conditions of Use Agreement" will always be posted on the Site, and you may view it at any time through the link at the bottom of any public page of the Site.
2. **Description of Service.** ABGC.net consists of several sections, some of which have restricted access.
3. **Intellectual Property.** The entire contents and design of the Site, including all trademarks, logos, trade names, documents, databases, graphic representations, and other information, are the property of ABGC, or used by ABGC with permission, and are protected under U.S. and international copyright and trademark laws, whether or not a notice of copyright, trademark, or other proprietary rights appears on the screen displaying the information. Except as otherwise provided herein, users of the Site may save and use information contained on the Site only for personal or other noncommercial, educational purposes. No other use, including, without limitation, reproduction, retransmission or editing, of Site information may be made without the prior written permission of ABGC, which may be requested by contacting ABGC at [info@abgc.net](mailto:info@abgc.net).
4. **Limitation of Liability.** In no event shall ABGC or its officers, directors, members, staff, or agents, be liable for any damages of any kind, including, without limitation, any special, incidental, indirect, or consequential damages, whether or not advised of the possibility of such damages, and on any theory of liability whatsoever, arising out of, or in connection with, the use or performance of the Site or any content appearing on the Site.
5. **Disclaimer.** ABGC makes no warranty, guaranty, or representation regarding the accuracy, content, completeness, reliability, operability, or legality of information contained within the Site, including, without limitation, the warranties of merchantability, fitness for a particular use, and non-infringement of propriety rights. The information, opinions, and recommendations presented within the site are for general information only. Such information should not be considered medical advice and is not intended to replace consultation with a qualified physician. Unless specifically stated otherwise, ABGC does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned on the Site, and information from the Site should not be referenced in any way to imply such approval or endorsement. Moreover, ABGC makes no warranty that the Site, or the server that makes it available, is free from viruses, worms, or other elements or codes that manifest contaminating or destructive properties. **ABGC expressly disclaims any and all liability or responsibility for**

**any direct, indirect, incidental, consequential, special or other damages arising out of any individual's use of, reference to, reliance on, or inability to use, the Site or the information presented on the Site.** In any jurisdiction that does not permit such a disclaimer of liability, ABGC's liability shall be limited to the greatest extent allowed by applicable law.

6. **Links.** Links or pointers connecting the Site with other Internet sites are provided as a courtesy only and do not imply, directly or indirectly, the endorsement, sponsorship, or approval by ABGC of the linked site, the organization or individual operating the site, or any product, service, individual, or organization referenced in the site. In general, any Web site that has an address (or URL) that does not contain "ABGC.net" is a linked Web site. The content of any linked site does not necessarily reflect the opinions, standards or policies of ABGC. Linked sites are not under the control of ABGC, and ABGC is not responsible for the content of any linked site, any links contained within a linked site, any changes or updates to such sites, or the compliance with applicable laws of such linked sites.
7. **DMCA Notice and Takedown Procedures.** ABGC abides by the federal Digital Millennium Copyright Act (DMCA) by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of its response, ABGC may remove or disable access to material on the Site that is claimed to be infringing, in which case ABGC will make a good-faith attempt to contact the person who submitted the affected material so that person may make a counter notification, also in accordance with the DMCA. By posting material to the Site, the posting party represents and warrants that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants ABGC and users of the Site the nonexclusive, unrestricted, royalty-free right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. Anyone who believes that material posted on the Site infringes on his or her copyrighted work should refer to the [Procedures for Requesting Removal of Infringing Material](#).
8. **Choice of Law and Forum.** This Agreement is entered into and performed in the State of [STATE NAME], United States of America, and is governed by the laws of Kansas, exclusive of its choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to ABGC.net, each party irrevocably submits to the exclusive personal jurisdiction of the state courts located in Johnson County, Kansas, or United States District Court, whichever has jurisdiction, and each party waives any jurisdictional venue or inconvenient forum objections to such court.
9. **Complete Agreement.** If any provision or provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. These Terms of Use supersede any other statements included elsewhere on the Site, which are inconsistent or conflicting with these Terms of Use.
10. **Amendments.** ABGC reserves the right to modify or change the terms and rules for use of the Site as it determines from time-to-time in the best interests of ABGC. Use of the Site constitutes the user's continuing agreement to be bound by these Terms of Use as they are amended from time to time.