

Academy of Aid-in-Dying Medicine Website

Terms of Use

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Acceptance of the Terms of Use

These terms of use are entered into by and between You and the Academy of Aid-in-Dying Medicine ("Academy," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of AADM.ORG, including any content, functionality and services offered therein (the "Website"), whether as a guest or a registered user.

These Terms of Use apply to your use of the Website and do not apply to any other online or offline service provided by or on behalf of the Academy except to the extent expressly referenced in these Terms of Use or to the extent these Terms of Use are expressly incorporated by us, such as by internet link on a website or presentation or display to users in the course of providing services. Users and visitors to the Website are subject to the terms, conditions, and provisions stated in these Terms of Use and any other relevant terms, conditions, policies, or notices posted or included on the Website.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use the terms of our Website Privacy Policy, found at AADM.org/privacy-policy, incorporated herein by reference.** This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Academy and meet all of the foregoing eligibility requirements. If you do not agree with these terms or if you do not meet all of these requirements, you must not access or use the Website.

Academy Listserv Users.

These Terms of Use, including its provisions on Interactive Services, also apply to the Academy's Listserv. When we refer to the "Listserv" we mean the discussion group primarily intended for practitioners in the field of aid in dying medicine located at located at [HTTPS://GROUPS.GOOGLE.COM/G/ACAMAID](https://groups.google.com/g/acamaid) (the "Listserv"). Please note that the Listserv has additional terms and conditions, which are linked to the Listserv page and/or may be presented to new members during the application process. The posts, including any materials or links shared therein, are made by the Listserv members, and not by the Academy. We make no representations or warranties regarding any content posted on the Listserv. In addition, the Listserv's privacy notice linked therein governs the use of

personal information on the Listserv and not the Website Privacy Policy. **By using the Listserv, you accept and agree to be bound and abide by these Terms of Use and the other applicable terms of use and privacy notice linked therein.** The Listserv is offered and available to users who are 18 years of age or older. By using the Listserv, you represent and warrant that you are of legal age to form a binding contract with the Academy and meet all of the foregoing eligibility requirements. If you do not agree to these terms or if you do not meet all of these requirements, you must not access or use the Listserv.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and Listserv thereafter.

Your continued use of the Website and/or Listserv following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website and/or Listserv, and any service or material we provide on the Website and/or Listserv, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website and/or Listserv is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website and/or Listserv, or the entire Website and/or Listserv, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website and/or Listserv.
- Ensuring that all persons who access the Website and/or Listserv through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, for example, signing up for the Listserv or requesting a referral, you may be asked to provide certain contact details or other information. It is a condition of your use of the Website and/or Listserv that all the information you provide on the Website and/or Listserv is correct, current and complete.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you

must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, resources, documents, journals, articles, guides, courses, reports, displays, images, videos, recordings, and the design, selection and arrangement thereof), are owned by the Academy, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website and/or Listserv for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website and/or Listserv, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

Unless we grant you express permission, you must not:

- Modify copies of any materials from this Website and/or Listserv.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website and/or Listserv.

If you wish to make any use of material on the Website and/or Listserv other than that set out in this section, please address your request to: AADM@AADM.org.

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Please see our additional terms applicable to downloadable educational videos [located here](#).

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Prohibited Uses

You may use the Website and/or Listserv only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the [Content Standards](#) set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

- To impersonate or attempt to impersonate the Academy, a Academy employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website and/or Listserv, or which, as determined by us, may harm the Academy or users of the Website and/or Listserv, or expose them to liability.

Additionally, you agree not to:

- Use the Website and/or Listserv in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website and/or Listserv, including their ability to engage in real time activities through the Website and/or Listserv.
- Use any robot, spider or other automatic device, process or means to access the Website and/or Listserv for any purpose, including monitoring or copying any of the material on the Website and/or Listserv.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website and/or the Listserv may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to us

to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website and/or Listserv.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website and/or Listserv will be considered nonconfidential and non-proprietary. By providing any User Contribution on the Website and/or the Listserv, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Academy, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website and/or the Listserv.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website and/or the Listserv or the public or could create liability for the Academy.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and/or the Listserv .
- Terminate or suspend your access to all or part of the Website and/or the Listserv for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website and/or the Listserv. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website and/or the Listserv, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our policy below for instructions on sending us a notice of copyright infringement. It is the policy of the Academy to terminate the user accounts of repeat infringers.

We do not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent. If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the “DMCA”), as amended and supplemented, provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on this Website or the Listserv or has been otherwise copied and made available on this Website or the Listserv in a manner that constitutes copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- a signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed, including any copyright registration numbers;
- a description of where the material that you claim is infringing is located on this Website or the Listserv (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your full name, address, telephone number, and e-mail address, and, if you are not the owner of the copyright, the name of the owner;
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your statement must be sent to us by email at the following address: AADM@AADM.org.

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

Reliance on Information Posted

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We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We are located in the United States and provide this Website and Listserv for use by persons located in the United States. We make no claims that the Website or Listserv or any of their content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website or Listserv from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

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Indemnification

You agree to defend, indemnify and hold harmless the Academy, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website and/or the Listserv, including, but not limited to, your User Contributions, any use of the Website and/or the Listserv's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website and/or the Listserv. **Governing Law and Jurisdiction**

All matters relating to the Website and/or the Listserv and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including noncontractual disputes or claims), shall be governed by and construed in accordance with the internal

laws of the state of California without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website and/or the Listserv shall be instituted exclusively in the federal courts of the United States or the courts of the state of California, in each case located in the City of San Francisco, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Academy's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website and/or the Listserv, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Select State law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE AND/OR LISTSERV MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Academy of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Academy to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Website Privacy Policy, and other terms and conditions specifically linked or identified, as applicable, constitute the sole and entire agreement between you and Academy of Aid-in-Dying Medicine with respect to the Website, and, as applicable the

Listserv, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

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All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: AADM@AADM.org.