

WEBSITE TERMS OF USE

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The IAPMO Web site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the IAPMO Web Site constitutes your agreement to all such terms, conditions and notices.

PRIVACY POLICY

In addition to reviewing this Agreement, you should also read the IAPMO Privacy Policy to better comprehend how IAPMO collects and uses personal information.

MODIFICATION OF THESE TERMS OF USE

IAPMO reserves the right to change the terms, conditions and notices under which the IAPMO Web site is offered, including but not limited to the charges associated with the use of the IAPMO Web site.

You may not use the IAPMO Web site and may not accept the Terms if you are a person barred from using services that IAPMO provides under the laws of any country in which you are resident or from which you use the Services.

IAPMO reserves the right to disclose aggregated information to the larger public or media or more specific data that you separately and specifically agree that we can share, within infringing upon the user's confidentiality.

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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to IAPMO for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify IAPMO immediately at privacy@iapmo.org.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IAPMO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE USE OR PERFORMANCE OF THE IAPMO WEB SITE, WITH THE DELAY OR INABILITY TO USE THE IAPMO WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE IAPMO WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE IAPMO WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IAPMO (OR ANY OF ITS SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE IAPMO WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE IAPMO WEB SITE.

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IAPMO reserves the right, in its sole discretion, to edit, refuse to post, or remove any information or materials, in whole or in part, or to terminate your access to the IAPMO Web site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California, and you hereby consent to the exclusive jurisdiction and venue of courts in the State of California in all disputes arising out of or relating to the use of the IAPMO Web site. Use of the IAPMO Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment or agency relationship exists between you and IAPMO as a result of this agreement or use of the IAPMO Web site.

IAPMO performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of IAPMO right to comply with governmental, court and law enforcement requests or requirements relating to your use of the IAPMO Web site or information provided to or gathered by IAPMO with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision

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that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and IAPMO with respect to the IAPMO Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and IAPMO with respect to the IAPMO Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English and the English language meaning of the Terms will govern your relationship with IAPMO.

PRIVACY AND PERSONAL INFORMATION

For information about IAPMO data protection practices, please read IAPMO's privacy policy. This policy explains how IAPMO treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with IAPMO's privacy and membership policies.

PERPETUITY RIGHTS

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and IAPMO have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this agreement shall continue to apply to such rights, obligations and liabilities indefinitely.

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The Terms constitute the whole legal agreement between you and IAPMO and govern your use of the Services (but excluding any services which IAPMO may provide to you under a separate written agreement), and completely replace any prior agreements between you and IAPMO in relation to the Services.

You agree that IAPMO may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

You agree that if IAPMO does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IAPMO has the benefit of under any applicable law), this will not be taken to be a formal waiver of IAPMO's rights and that those rights or remedies will still be available to IAPMO.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.