

## Terms of Use

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(a) The NBCOS/ASOP Sites include without limitation: (i) information pertaining to education, science, advocacy, meetings and conferences, and other valuable information; (ii) content such as data, text, software, music, sound, photographs, graphics, video, messages, or other materials; and (iii) online services accessible via the NBCOS/ASOP Sites (NBCOS/ASOP Content).

(b) NBCOS/ASOP makes no representation that the NBCOS/ASOP Sites or NBCOS/ASOP Content are appropriate or available for use in all locations or that NBCOS/ASOP's services are available in Your location.

(c) NBCOS/ASOP has the exclusive right to control accessibility, hours of use, features on the NBCOS/ASOP Sites, and any content or other information found on the NBCOS/ASOP Sites. NBCOS/ASOP can restrict access to any or all portions of the NBCOS/ASOP Sites or remove any information or content from the NBCOS/ASOP Sites at any time.

(d) NBCOS/ASOP shall have no ownership of, does not claim any interest in, and shall have no obligation of any kind with respect to, any content that You upload or post to, place on, or otherwise transmit, through any process, via the NBCOS/ASOP Sites ("User-Generated Content"). Any User-Generated Content shall be deemed provided on a non-confidential basis. NBCOS/ASOP shall be free to use or disseminate such User-Generated Content on an unrestricted basis for any purpose, and You grant NBCOS/ASOP an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, fully transferable license to use User-Generated Content for any and all purposes, including but not limited to, reproducing, modifying, adapting and creating derivative works of, distributing, transmitting, displaying, performing, and publishing (in any and all forms and media, now known or later discovered or created), as NBCOS/ASOP determines in its sole discretion. You represent and warrant that You have proper authorization to grant this license. NBCOS/ASOP shall have no obligation to, or liability for failing to, actively monitor the NBCOS/ASOP Sites for inappropriate User-Generated Content, and does not undertake editorial control of User-Generated Content. In the event that any inappropriate User-Generated Content is brought to NBCOS/ASOP's attention, NBCOS/ASOP may take all appropriate action. NBCOS/ASOP may, but is not required to, pre-screen, refuse, or remove any User-Generated Content that NBCOS/ASOP deems to be abusive, defamatory, obscene, an infringement of others' intellectual property rights, or otherwise in violation of the Online Code of Conduct or any other provision set forth in these Terms.

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(b) to accept sole and exclusive responsibility (as between NBCOS/ASOP and You) for adequate protection of Your data and/or equipment used in connection with the NBCOS/ASOP Sites; and

(c) to defend NBCOS/ASOP from any claim, suit, demand, and action of any third party, and indemnify and hold NBCOS/ASOP harmless from any resulting judgment, settlement, and cost, including reasonable attorneys' fees, due to or arising out of Your use of (or connection to) the NBCOS/ASOP Sites (including any use by You on behalf of another user, person or entity).

#### Username and Password

You are responsible for maintaining the confidentiality of Your username and password. You agree that You will not let anyone other than You use Your username or password. You agree to immediately notify the NBCOS/ASOP of any unauthorized use of Your username or password by an email to [support@nbcos.org](mailto:support@nbcos.org).

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You acknowledge and agree that NBCOS/ASOP has no responsibility or any liability for any unauthorized processing of Your Personal Information by any Sponsor or other third-party website operators. For information on the use of Your Personal Information, see the NBCOS/ASOP Privacy Policy.

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During Your access to and use of the NBCOS/ASOP Sites, You may obtain information that NBCOS/ASOP or other users consider "confidential" or "proprietary" ("Confidential Information"). You agree (a) not to reveal Confidential Information to any third parties and (b) to take precautions, which shall be at least the more protective of (i) reasonable and prudent care or (ii) those taken in safeguarding Your own trade secret, confidential, or proprietary information, whether by instruction, agreement, or otherwise, to satisfy Your obligations under these Terms with respect to authorized use, protection, and security of the Confidential Information. The foregoing restrictions do not extend to information that (a) is at the time of disclosure already known to You from a source not under a confidentiality obligation, (b) is published, or otherwise made known to the public by NBCOS/ASOP, without restriction, or (c) is received by You from a third party who is not bound by any confidentiality obligations with respect to such information. You agree that the wrongful disclosure of Confidential Information will cause NBCOS/ASOP (or its other users) irreparable injury that is inadequately compensable in monetary damages; accordingly, NBCOS/ASOP shall be entitled to injunctive relief in any court of competent jurisdiction against You for the breach or threatened breach of this paragraph, in addition to any other remedies at law or equity.

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(d) Requests regarding use of NBCOS/ASOP Content, Trademarks or other proprietary interests for any purpose other than personal, non-commercial use should be directed to [support@nbcos.org](mailto:support@nbcos.org).

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(a) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;

(b) a description of the copyrighted work You claim has been infringed;

(c) a description of where the material You claim is infringing is located on the NBCOS/ASOP Sites (including the URL, title and/or item number if applicable, or other identifying characteristics);

(d) Your name, address, telephone number, and e-mail address, and, if You are not the owner of the copyright, the name of the owner;

(e) a written statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) 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.

Notice of claims of copyright infringement must be sent to:

NBCOS Support

Natl Board for Certification in the Orthopedic Specialties

700 Beach Drive NE

Suite 103

St. Petersburg, FL 33701 Phone: (727) 394-1700

Email: [support@nbcos.org](mailto:support@nbcos.org)

Any notification by a copyright owner or a person authorized to act on its behalf that violates requirements of the DMCA will not be sufficient notice to confer on NBCOS/ASOP actual knowledge of facts or circumstances from which infringing material or acts are evident.

#### Reporting Violation of Trademark

If You are a trademark owner and You believe Your rights have been infringed on the NBCOS/ASOP Sites, please submit notification to the NBCOS/ASOP above. To submit a notification, You must be the trademark owner or an authorized agent of the trademark owner. When submitting a notification of trademark or trade dress infringement, provide a copy of the relevant trademark or trade dress registration(s) from the U.S. Patent and Trademark Office. Please also provide the location on the NBCOS/ASOP Sites where You believe the infringement is occurring.

## Security and Integrity

You agree and are prohibited from violating or attempting to violate the security of the NBCOS/ASOP Sites, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the NBCOS/ASOP Sites, overloading, "flooding", "spamming", "mail-bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any part of the header information or in any e-mail or newsgroup posting or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any User-Generated Content, (f) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the NBCOS/ASOP Sites; (g) engage in activities that would violate applicable local, state, national or international law, or any regulations having the force of law, or (h) collect or store personal data about other users unless specifically authorized by such users.

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## Information Disclaimer

(a) The content, products, and services provided on the NBCOS/ASOP Sites are offered as an educational service. The information should not be considered inclusive of all proper treatments,

methods of care, or as statements of the standard of care and is not continually updated and may not reflect the most recent evidence (new evidence may emerge between the time information is developed and when it is published or read). Nothing in the content, products or services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. The NBCOS/ASOP Sites and their services do not constitute the practice of medicine or any medical or other professional health care advice, diagnosis or treatment. Users are advised to seek the advice of an orthopaedic surgeon or other qualified health care providers with any questions regarding personal health or medical conditions. Use of the information is voluntary. NBCOS/ASOP assumes no responsibility for any injury or damage to persons or property arising out of or related to any use of this information or for any errors or omissions. If You are in the United States and are experiencing a medical emergency, please call 911 or call for emergency medical help.

(b) Any legal information contained on the NBCOS/ASOP Sites is not legal advice and is not guaranteed to be correct, complete or up-to-date. If You need legal advice, You should consult a licensed attorney in Your area.

#### Limitation of Liability

(a) To the extent permitted by law, NBCOS/ASOP shall have no liability, relating to Your use of (or connection to) the NBCOS/ASOP Sites, data-sharing with third parties, for direct, indirect, consequential, incidental, exemplary, special, or punitive damages even if advised of the possibility of such (including, but not limited to, invasion of privacy, breach of contract, loss of business, profits, business information, or business interruption, or any other pecuniary loss). This limitation shall be enforced even if it causes an exclusive remedy to fail of its essential purpose.

(b) NBCOS/ASOP reserves the right, at any time, in NBCOS/ASOP's sole and exclusive discretion, to amend, modify, suspend, or terminate the NBCOS/ASOP Sites, and/or Your use of or access to it, with or without notice, and NBCOS/ASOP shall have no liability to You or any other person or entity for any modification, suspension, or termination of the NBCOS/ASOP Sites, or any loss of related information.

#### DISCLAIMER

NBCOS/ASOP and its credentialing/certification examinations is/are intended to support and enhance the care of the orthopedic patient during the orthopedic physician-patient care experience. Information has been authored and peer-reviewed by subject matter experts in the field and reflects current evidence and research.

The rapid pace of innovation and constant change in health care is evident in the physician practice and operating room, urgent care facilities, emergency departments etc. where patient safety and outcomes are closely scrutinized. Changes in best practices are inevitable as current



strategies are replaced by those with better results. Individual providers, teams, and facilities are accountable for using their own knowledge and expertise when determining the course of action in a patient care situation. NBCOS/ASOP disclaims any and all liability or damages resulting to any individual for claims, which may arise from the knowledge use detailed by any healthcare provider, whether these claims be asserted by a physician, other clinician/provider, or any other person.

Any value added certification/examination offered by NBCOS/ASOP may facilitate a dynamic and evolving role for the Athletic Trainer that is responsive to consumer and societal needs, to system changes, and to emerging knowledge and research. Although the aforementioned may be a resource to augment state statutes and regulations that govern the practice of Athletic Training, such does not supersede existing laws and other regulatory requirements. Athletic Trainers are required to abide by relevant statutes and regulations.

The orthopedic practice, hospital, urgent care and surgical centers should specify the privileges, role, and responsibilities for each practitioner. Furthermore, the organization should establish qualifications, criteria, and credentialing process when granting specific privileges. Athletic Trainers or any other healthcare provider who are additionally credentialed by the NBCOS/ASOP are required to abide by their local rules/guidelines, relevant statutes and regulations for both state licensed and unlicensed certifications.

(c) If You are an E.U. user, nothing herein limits any of Your rights under the GDPR.

#### Force Majeure

In the event that NBCOS/ASOP is unable to perform its obligations under the terms of any NBCOS/ASOP Site as a result of a force majeure, including obligations related to certification/examinations, NBCOS/ASOP Sites, or any other service, neither NBCOS/ASOP or any other party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, contagion, pandemics, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party and that current or continuing effect impacting the NBCOS/ASOP Sites, any course, examination, membership, meeting or other event or service offered or provided by NBCOS/ASOP.

#### Miscellaneous

(a) NBCOS/ASOP may provide notice(s) to You via email, regular mail, reputable overnight delivery service, or by posting notices or links to notices on the NBCOS/ASOP Sites.

(b) These Terms and performance in accordance with these Terms shall be governed by the laws of the State of Florida. Sole venue and jurisdiction for any proceedings pertaining to these Terms shall be in the state and federal courts located in Florida.

(c) NBCOS/ASOP shall not be liable under these Terms for failure to perform any of its obligations during any period in which it cannot perform due to matters beyond its control, including, but not limited to acts of God, strike, fire, flood, natural disaster, war, embargo, or riot.

(d) 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 NBCOS/ASOP Sites must be filed by You within 90 days after such claim or cause of action arose or be forever barred.

(e) The waiver or failure of NBCOS/ASOP to exercise in any respect any right provided for in these Terms shall not be deemed a waiver of any further right in these Terms.

(f) NBCOS/ASOP reserves any rights not explicitly granted in these Terms.

(g) If any provision of these Terms is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is, to the extent necessary, deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

(h) These Terms constitute the entire agreement and understanding regarding Your use of the NBCOS/ASOP Sites and supersede any prior versions of the Terms. No amendment, addition, deletion, or revision to these Terms shall be valid unless in writing and signed by an officer of NBCOS/ASOP. The headings used in these Terms are for convenience only and shall not control or affect the meaning or construction of any provisions of these Terms.

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