

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and the American Limb Preservation Society (“ALPS,” “we,” or “us”). The following terms and conditions govern your access to and use of limbpreservationsociety.org, including any content, functionality, and services offered on or through limbpreservationsociety.org (the "Website"), as a registered user.

Please read the Terms of Use carefully before you start to use the Website. By clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

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 Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **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 thereafter.

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

## **Personal Information**

We collect several types of information from and about users of our Website, including information by which you may be personally identified, such as name, postal address, email address, and telephone number (“**Personal Information**”). We collect this information directly from you when you provide it to us.

## **How We Use Your Information**

By accepting these Terms of Use, you consent to your Personal Information being displayed publicly to all members of the Website.

## **Accessing the Website and Account Security**

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

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website 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, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

If you choose, or are provided with, a user name, 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 user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name 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 user name, password, or other identifier, whether chosen by you or provided by us, at any time including if, in our opinion, you have violated any provision of these Terms of Use.

### **User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, mailing lists, listservs, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

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

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. This means that any sensitive, personal health information shared over the Website will not be confidential, and as such, users are to refrain from sharing, posting, or discussing such health information on the Website.

You represent and warrant that:

- 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 Company, have full 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.

- We are not responsible or liable for any damages that may result from your sharing of personal health information on the Website.

### **Listserv**

The following are the rules and conditions of participation in the ALPS listserv. By subscribing to and participating in this listserv, users hereby agree to be bound by and warrant their full compliance with the following terms of participation:

- This listserv is a service provided by ALPS in furtherance of its nonprofit and tax-exempt purposes. This listserv may be used only by ALPS members and only for the purpose of discussing matters related to or arising out of the industry/profession represented by ALPS.
- This listserv includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by ALPS, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ALPS. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
- You agree to refrain from posting or discussing any sensitive, personal health information. You acknowledge that ALPS is not an entity subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Therefore, you acknowledge that any sensitive, personal health information that you share on the listserv will not be treated as confidential.
- ALPS disclaims all warranties with regard to information posted on this listserv, whether posted by ALPS or others; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall ALPS be liable for any special, indirect or consequential damages, or damages of any kind whatsoever, resulting from loss of use, data or profits, arising out of or in connection with the use or performance of any information posted on this listserv.
- Do not post any defamatory, abusive, obscene, indecent, profane, threatening, offensive, violent, hateful, inflammatory, illegal, or otherwise objectionable information or material, and do not utilize the listserv in any illegal manner.
- Do not post any information or other material protected by copyright without the permission of the copyright owner. Do not use any words, logos or other marks that would infringe upon the trademark, service mark, certification mark, or other intellectual property rights of the owners of such marks without the permission of such owners. Do not post any confidential information or any information that would infringe upon the proprietary, privacy or personal rights of others.

- By posting material, the posting party warrants and represents that it owns the copyright with respect to such material, has received permission from the copyright owner, or that the material is in the public domain. The posting party further warrants and represents that it otherwise has the full and unencumbered right to post such material and that such posting will not infringe any rights or interests of others. In addition, the posting party grants ALPS and users of this listserv a non-exclusive, irrevocable license to display, copy, publish, distribute, transmit, print, and use such information or material in any manner, without payment to the posting party.
- This listserv shall not be utilized in any manner that violates federal or state antitrust laws or other laws prohibiting anticompetitive practices. The antitrust laws generally prohibit any agreement or understanding inconsistent with the right and obligation of competitors to exercise independent business judgment in pricing their products or services, dealing with their customers and suppliers, and selecting the markets in which to compete. No express agreement or understanding is required; one can be inferred from statements or conduct. Do not post any information regarding specific prices or fees charged or paid, and do not post any information concerning prices, pricing practices, discounts, or other terms or conditions of sale either obtained by or offered to another entity. Do not post any information concerning market shares, salaries, costs, sales territories, profit margins, or encouraging the selection or rejection of customers or suppliers.
- All postings shall be of an informational nature and for informational purposes only. Commercial use or any other unauthorized use of this listserv is prohibited. Do not use the listserv to solicit or conduct business, including the direct or indirect marketing of users' products or services, in any manner. The listserv may not be used to provide information, materials, products, or services in exchange for compensation of any kind.
- ALPS does not generally monitor this listserv for inappropriate postings and does not on its own undertake editorial control of postings. However, in the event that any inappropriate posting or unauthorized use of the listserv is brought to ALPS's attention, including but not limited to prohibited posting and usage as outlined herein, ALPS will take all appropriate action, in its sole discretion. ALPS reserves the right to terminate, without prior notice, the listserv access of any user who does not abide by these guidelines.

### **Intellectual Property Rights**

- The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, 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 for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

## **Trademarks**

The Company name, the terms AMERICAN LIMB PRESERVATION SOCIETY, ALPS,



, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices

is: [abuse@alpslimb.org](mailto:abuse@alpslimb.org)

Laraine Hutchinson  
274 Redwood Shores Parkway  
#717 Redwood City,  
CA 94065  
abuse@alpslimb.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **Counter Notification Procedures**

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated [above/below]. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Our designated agent to receive Counter Notices is:

Laraine Hutchinson  
274 Redwood Shores Parkway  
#717 Redwood City,  
CA 94065  
abuse@alpslimb.org

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

**Repeat Infringers**

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.