# Terms of Use – User Agreement and Disclaimer

## PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

Access to and use of this Website are subject to the following terms and conditions, and all applicable laws. Please review these terms and conditions on a periodic basis, as they are subject to modification, alteration, or update at any time and at the sole discretion of the Philosopher’s Information Center (“Owner”), a non-profit Ohio corporation and owner of The Physician’s Index for Ethics in Medicine.

If you do not agree to any term or condition, you should not use this Website.

This Terms of Use - User Agreement and Disclaimer document is effective as of May 1, 2014.

## I. COPYRIGHT NOTICE.

This Website and all of its content, including but not limited to the text and images used herein and their arrangement, are copyrighted:

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## II. TRADEMARKS NOTICE.

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## III. RESTRICTIONS ON USE.

In consideration of being allowed to use this Website, you agree that the following actions shall constitute a material breach:

- Collecting information about this Website or users of this Website without our written consent;
- Modifying, framing, rendering (or re-rendering), mirroring, truncating, injecting, filtering or changing any content or information contained in this Website, without our written consent;
- Using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor this Website or any portion thereof;
- Accessing or using this Website for commercial or competitive purposes;
- Disguising the origin of information transmitted to, from, or through this Website;
- Impersonating another person while using this Website;
- Allowing any other person or entity to impersonate you to access or use this Website;
- Distributing viruses or other harmful computer code;
- Using this Website for any purpose in violation of local, state, national, or international laws;
- Using this Website in a way that is intended to harm, or a reasonable person would understand would likely result in harm to, the user or others;
- Circumventing any measures implemented by us aimed at preventing violations of these Terms of Use.

This Agreement was last updated on November 16, 2015
IV. THIRD PARTY SITES.

The Owner may from time to time provide links and pointers to Internet sites maintained by third parties ("third party sites") and it may from time to time provide information or materials from third parties on this Website. These third party sites and any third party information or materials are provided for your convenience only. The Owner does not operate or control in any respect any information, products or services available on these third party sites and the Owner is not responsible for their content. The Owner makes no representations whatsoever concerning the content of these sites and the fact that the Owner has provided a link to such sites is NOT an endorsement or authorization by the Owner with respect to such sites, its services, the products displayed, its owners, or its providers. You access these sites at your own risk.

V. DISCLAIMER.

There are certain risks in using any information, software, or products found on the Internet; and the Owner cautions you to make certain that you completely understand these risks before retrieving, using, or relying upon anything via the Internet.

Visitors to this Website assume all responsibility and risk for the use of this Website. NOTHING IN THIS WEBSITE CONSTITUTES A RECOMMENDATION OR ENDORSEMENT OF ANY ITEM.

THE OWNER DOES NOT WARRANT OR REPRESENT THAT THIS WEBSITE'S CONTENT IS ACCURATE, COMPLETE, OR UP-TO-DATE, NOR DOES IT WARRANT OR REPRESENT THAT ACCESS TO AND USE OF THIS WEBSITE OR THE SERVER WHICH MAKES IT AVAILABLE WILL BE UNINTERRUPTED, ERROR-FREE, AND FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT OF THIS WEBSITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS FOR WHICH THE OWNER ASSUMES NO RESPONSIBILITY.

ALL OF THE INFORMATION AND MATERIALS PROVIDED HEREIN, INCLUDING ALL OF THE INFORMATION AND MATERIALS AVAILABLE ON THIRD PARTY SITES IF ANY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

VI. LIMITATION OF LIABILITY.

THE OWNER IS NOT RESPONSIBLE FOR ANY INFECTIONS, CONTAMINATIONS, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, ERRORS, OMissions, INTERRUPTIONS, OR DEFECTS ARISING OUT OF YOUR USE OF THIS WEBSITE OR WITH RESPECT TO THE MATERIAL PROVIDED AND/OR CONTAINED ON THIS WEBSITE.

IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, RESULTING FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE INFORMATION OR MATERIALS ON, OR ACCESSED THROUGH THIS WEBSITE.

VII. INDEMNIFICATION.

As a condition of your use of this Website, you agree to indemnify and hold harmless the owner and its third party content providers and the employees, agents and contractors of each, from and against any and all claims, losses, liability, costs and expenses, including attorney fees, arising from your use of this Website, or from your violation of these terms.

VIII. COMMUNICATIONS AND SUBMISSIONS.

You acknowledge and agree that you are solely responsible for any Submissions you submit to the Owner, this Website, or other of the Owner's websites and further agree that you, not the Owner, have full responsibility for the content of any such Submissions, including their legality, reliability and appropriateness.

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### IX. JURISDICTION AND CHOICE-OF-LAW.

The Owner is located in the state of Ohio, in the United States of America. Those who choose to access this Website do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable.

This Agreement, and any dispute, which arises from and out of this Website, shall be construed with the laws of the state of Ohio without regard to conflicts of law. Any legal action regarding this Agreement or this Website shall be brought only in either the State or Federal Courts located within Ohio and by using this Website you consent to personal jurisdiction within these courts.

### X. TERMINATION.

The Owner or you may terminate this Agreement at any time. You may terminate this Agreement by destroying all information and materials obtained from this Website. The Owner may terminate this Agreement immediately without notice if, in its sole judgment, you breach any term or condition of this Agreement. Upon termination, you must destroy all information and materials obtained from this Website.

### XI. INTEGRATION.

This Agreement constitutes the entire Agreement between you and the Owner and supersedes any prior oral or written arguments, understandings, or other communications between the parties. This Agreement may not be modified except in writing signed by both you and an authorized signatory of the Owner.

### XII. OTHER.

The headings in this Agreement are for reference purposes only and have no legal effect. If any portion of this Agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall remain in effect.