Initially approved by the AUTM Board of Directors on October 2, 2018



This AUTM Policy was amended by the AUTM Board of Directors on the following date(s): December 3, 2020

In an effort to maintain efficient service while respecting the privacy of those who visit the AUTM website and correspond electronically with AUTM, AUTM has created and posted the following privacy policy. This privacy policy is incorporated into and is a part of the Terms and Conditions of Use of our website.

AUTM is committed to keeping your email address confidential. We do not sell, rent or lease to third parties the emails of members, Annual Meeting attendees or anyone else with whom we conduct business.

#### Information Collection and Use

We will collect personally identifiable information that you provide to us, including, but not limited to, your name, employer's name, address(es), telephone and fax number, email address, and credit card information. AUTM may use and store such information in order to notify you of official AUTM business; provide a product or service you requested; secure your membership status; complete your online donation; analyze, evaluate, and improve member and prospective member needs and interests; track continuing education credits earned; alert you of AUTM news, activities, courses and programs, services and benefits; and for other legitimate and lawful business purposes. Personally identifiable information may be given to a third party in order to complete a specific business transaction on behalf of AUTM. Contact information from inquiries received by AUTM may be shared with AUTM members to provide a service, satisfy a question, or develop a prospective business relationship.

We may disclose personally identifiable information to the proper authorities if we become subject to a subpoena or court order, or if we are otherwise legally required to disclose such information. We also may use and disclose information about you to establish or exercise our legal rights, to enforce the Terms and Conditions of Use to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person. If all or part of AUTM is merged or otherwise transferred to another entity, we may transfer the personally identifiable information you provided to us to such entity as part of that transaction.

## Registration and Order Forms

In order to enroll or register in a program; attend AUTM events, meetings, or courses; or request products or services; you may be required to fill out a registration or order form and provide personally identifiable information which we will use to process your registration or order. In certain circumstances, a program accessed through the website may be jointly sponsored or co- sponsored with other organizations and registration may or may not be handled by AUTM. In such event, this privacy policy will not apply - instead, such third-party's privacy policy will be controlling. Please note that AUTM is not responsible for the privacy policies of these other organizations (or their use of your personally identifiable or other information) and hereby disclaims any liability or responsibility in connection therewith. In addition, your name and information may appear on registration or attendee lists distributed at AUTM events, meetings and courses to other attendees and third parties. Please note that AUTM provides Annual Meeting sponsors and exhibitors with attendee names and postal addresses, not email addresses. Attendees are granted access to a list of the names and institutions (including countries) of other registered attendees.

Cookies and Log Files

Initially approved by the AUTM Board of Directors on October 2, 2018



Cookies are pieces of stored information used to provide smoother navigation throughout the website, such as a saved password; to identify user trends, such as page views; and for other internal purposes, such as assessing the effectiveness of the website. You have the option of setting your computer to disable cookies or to alert you when cookies are being used. If you choose to disable cookies, please be aware that portions of the website may not function properly.

## Links

There are links to other websites throughout the website. Please note that AUTM is not responsible for the privacy policies of those other websites and hereby disclaims any liability or responsibility in connection with such linked sites.

## Security

Online registration and information such as credit card numbers will be secured using a commercially accepted method of encryption. However, while we employ reasonable security measures to protect your personal information, please be aware that no method of electronic transmission is completely infallible, and we cannot guarantee its absolute safety. If you become aware of any breach of website security, please contact us immediately.

## **Updating Personal Information and Participation**

You may contact AUTM as set forth below to update your personally identifiable information, opt- in to, or opt-out of any service at any time. We will provide opt-in and opt-out opportunities as applicable to the service or product being offered.

## **Privacy Policy Updates**

Should any changes be made to this privacy policy, we will post them on this page with appropriate explanation.

## Acceptance of our Privacy Policy Terms

Using the AUTM website indicates your acceptance of our privacy policy. Your continued visits to the AUTM website after changes are posted to this policy will signify your acceptance of those changes.

#### Contact information

If you have questions, please contact us at:

AUTM 712 H Street NE Suite 1611 Washington DC 20002 +1.202.960.1800 info@autm.net

Initially approved by the AUTM Board of Directors on October 2, 2018



Terms and Conditions of Use

AUTM is committed to keeping your e-mail address confidential. We do not sell, rent or lease to third parties the emails of members, Annual Meeting attendees or anyone else with whom we conduct business.

Welcome to the AUTM website which is provided as a service of AUTM.

- Agreement. By using the AUTM website (Website), you agree to these Terms and Conditions of Use
  (Terms of Use). AUTM reserves the right to change these Terms of Use from time to time. The current
  "Terms and Conditions of Use Agreement" will always be posted on the Website, and you may view it at
  any time through the link at the bottom of any public page of the Website.
- 2. Description of Service. AUTM.net consists of several sections, some of which have restricted access.
- 3. Intellectual Property. The entire contents and design of the Website, including all trademarks, logos, trade names, documents, databases, graphic representations, and other information, are the property of AUTM, or used by AUTM with permission, and are protected under U.S. and international copyright and trademark laws, whether or not a notice of copyright, trademark, or other proprietary rights appears on the screen displaying the information. Except as otherwise provided herein, users of the Website may save and use information contained on the Website only for personal or other non- commercial, educational purposes. No other use, including, without limitation, reproduction, retransmission or editing, of website information may be made without the prior written permission of AUTM, which may be requested by contacting AUTM at info@AUTM.net.
- 4. Limitation of Liability. In no event shall AUTM or its officers, directors, members, staff, or agents, be liable for any damages of any kind, including, without limitation, any special, incidental, indirect, or consequential damages, whether or not advised of the possibility of such damages, and on any theory of liability whatsoever, arising out of, or in connection with, the use or performance of the Website or any content appearing on the Website.
- 5. Disclaimer. AUTM makes no warranty, guaranty, or representation regarding the accuracy, content, completeness, reliability, operability, or legality of information contained within the Website, including, without limitation, the warranties of merchantability, fitness for a particular use, and non-infringement of propriety rights. The information, opinions, and recommendations presented within the website are for general information only. Such information should not be considered medical advice and is not intended to replace consultation with a qualified physician. Unless specifically stated otherwise, AUTM does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned on the Website, and information from the Website should not be referenced in any way to imply such approval or endorsement. Moreover, AUTM makes no warranty that the Website, or the server that makes it available, is free from viruses, worms, or other elements or codes that manifest contaminating or destructive properties. AUTM expressly disclaims any and all liability or responsibility for any direct, incidental, consequential, special or other damages arising out of any individual's use of, reference to, reliance on, or inability to use, the Website or the information presented on the Website.

Initially approved by the AUTM Board of Directors on October 2, 2018



- In any jurisdiction that does not permit such a disclaimer of liability, AUTM's liability shall be limited to the greatest extent allowed by applicable law.
- 6. Links. Links or pointers connecting the Website with other Internet websites are provided as a courtesy only and do not imply, directly or indirectly, the endorsement, sponsorship, or approval by AUTM of the linked website, the organization or individual operating the website, or any product, service, individual, or organization referenced in the Website. In general, any website that has an address (or URL) that does not contain "AUTM.net" is a linked website. The content of any linked website does not necessarily reflect the opinions, standards or policies of AUTM. Linked websites are not under the control of AUTM, and AUTM is not responsible for the content of any linked website, any links contained within a linked website, any changes or updates to such websites, or the compliance with applicable laws of such linked websites.
- 7. DMCA Notice and Takedown Procedures. AUTM abides by the federal Digital Millennium Copyright Act (DMCA) by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of its response, AUTM may remove or disable access to material on the Website that is claimed to be infringing, in which case AUTM will make a good-faith attempt to contact the person who submitted the affected material so that person may make a counter notification, also in accordance with the DMCA. By posting material to the Website, the posting party represents and warrants that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants AUTM and users of the Website the nonexclusive, unrestricted, royalty-free right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. Anyone who believes that material posted on the Website infringes on his or her copyrighted work should refer to the Procedures for Requesting Removal of Infringing Material.
- 8. Choice of Law and Forum. This Agreement is entered into and performed in the State of Illinois, United States of America, and is governed by the laws of Illinois, exclusive of its choice of law or conflict of provisions. In any claim or action directly or indirectly arising under this Agreement or related to AUTM.net, each party irrevocably submits to the exclusive personal jurisdiction of the state courts located in Cook County, Illinois, or the United States District Court for the Northern District of Illinois, whichever has jurisdiction, and each party waives any jurisdictional venue or inconvenient forum objections to such court.
- 9. Complete Agreement. If any provision or provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. These Terms of Use supersede any other statements included elsewhere on the Website, which are inconsistent or conflicting with these Terms of Use.
- 10. Amendments. AUTM reserves the right to modify or change the terms and rules for use of the Website as it determines from time-to-time in the best interests of AUTM. Use of the Website constitutes the user's continuing agreement to be bound by these Terms of Use as they are amended from time to time.