

## **Introduction**

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The term "you" or "your" refers to all Visitors of the Site.

By using this Site you agree that you have read, understand and accept the following terms and conditions ("Terms and Conditions") and the Privacy Statement, and you affirm that you are at least eighteen (18) years of age or an emancipated minor, or possess legal parental or guardian consent, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

By using this Site, you also agree that you will not use this Site for any purpose that is unlawful or in contravention of these Terms and Conditions. IOA-PAG and its affiliates reserve the right to change these Terms and Conditions from time to time without notifying you, and each such change will be effective upon posting on the Site. If you object to any such changes, your sole recourse shall be to cease using this Site. Continued use of the Site following the effective date any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the Terms and Conditions with such changes. If you do not agree to any of these Terms and Conditions, or the Privacy Statement, please do not use the Site.

Neither IOA-PAG nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of

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the information and materials found or offered on the Site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on the Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Site meet your specific requirements

## **Jurisdiction**

IOA-PAG provides and administers this Site from the State of Nevada, United States of America. IOA-PAG makes no representation that the Site is appropriate or available for use outside the United States. If you choose to access the Site from outside the United States, you do so at your own initiative and are responsible for compliance with applicable laws. You agree to comply with all export and re-export laws, restrictions and regulations of your government in connection with your use of the Site.

## **Information and Contributions You Provide to the Site**

In return for use of the Site, you agree that you are at least eighteen (18) years of age. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Site administrators have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Site has the right to suspend or terminate your account and refuse any and all current or future use of the Site. It is your responsibility to notify IOA-PAG of any changes in your registration information, including but not limited to your contact information.

You agree that all site user information and other data received or collected by this Site is the property of the International Ozone Association-Pan American Group. You also may contribute to the Site, in various forms including, but not limited to, submitting ideas, posting articles and/or abstracts, participating in committees, and making presentations. You understand that you are responsible for all content you post, upload, transmit, email or otherwise make available on the Site.

By uploading, emailing, posting, publishing or otherwise transmitting content to the Site or submitting any content to this Site, you automatically grant IOA-PAG a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology in and to all Content conceived, reduced to practice, authored, developed or delivered by you, your officers, directors, employees, agents and independent contractors acting on your behalf, either solely or jointly with others, including, but not limited to (i) any Content expressly labeled as "Content" or provided with an express statement that it is a contribution to IOA-PAG; (ii) any Content provided to IOA-PAG to be included in IOA-PAG standards, specifications, policies, guidance, reports, analyses, procedures that are published by the IOA-PAG or as part of a larger compilation or identified as a IOA-PAG publication, whether in written or electronic form; or (iii) any Content that is developed in connection with membership in IOA-PAG, developed in connection with Member's participation in a IOA-PAG working group or committee, or developed by Member in connection with Member making a presentation at a IOA-PAG event. For purposes of this provision,

"Content" means images, text, written works, standards, designs, graphics, pictures, business and product names, domain names, corporate names, logos, slogans, inventions (whether or not patentable), processes, formulae, industrial models, specifications, data, databases and data collections, technology, methodologies, computer programs (including all source codes, object codes, firmware, software, development tools, files, records and data and improvements thereof), software and any and all other copyrightable material. Content shall be the exclusive property of IOA-PAG (becoming IOA-PAG Content) and IOA-PAG shall have the right to use the Content, or any part or parts thereof, as it sees fit. You will not seek, and will require your officers, directors, employees, agents and independent contractors acting on your behalf, not to seek, patent, copyright, trademark, registered design or other protection for any rights in any such Content. You agree that you shall require your personnel, at IOA-PAG's expense, to take any actions and execute all documents as IOA-PAG may reasonably require to vest in IOA-PAG or its nominees the rights referred to herein and to secure for IOA-PAG or its nominees all right, title and interest in and to the Content.

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2. You may not modify the materials in any way or reproduce or publicly display, perform, distribute, or otherwise use them for any public or commercial purpose.

3. You must not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use.

### **Purchasing Site Services and Products**

In connection with a purchase of any service, membership, registration, subscription or product on the Site ("Site Product"), you may be required to provide personal information, including your name, address, telephone number, e-mail address, credit card and billing information (collectively, "Personal Financial Information") to an independent third party selected by, but not affiliated with, IOA-PAG ("Payment Service"). Where the Payment Service is responsible for collecting, transmitting and/or processing your Personal Financial Information and, in some instances, for fulfilling your order, all payment obligations for the Site Product shall be governed by the terms of use/service and privacy policy(ies) of the Payment Service. If you make a purchase through the Site you are warranting that you are authorized to make the purchase using the form of payment that you provide to the Payment Service. You must be 18 years of age or older to purchase a Site Product.

IOA-PAG makes no warranty, and accepts no liability for any loss or damages whatsoever, relating to or in connection with your placement of an order for a Site Product with the Payment Service. IOA-PAG provides no refunds for, makes no warranty for, and accepts no liability regarding purchases you make on the Site. However, please review the booking form for the IOA-PAG Annual Conference and Exhibition for specific terms and conditions that may apply to refunds and cancellations related to the Annual Conference and Exhibition.

You are solely responsible for any and all transactions utilizing your Personal Financial Information, including, but not limited to, any and all charges.

You acknowledge and agree that in the event the Payment Service experiences a data breach that affects your Personal Financial Information, IOA-PAG will in no way be responsible or liable to you for any such breach. IOA-PAG will not store any record of Personal Financial Information related to purchases or other transactions you make through the Site. You should therefore maintain records of all your transactions. If you have any

questions regarding your transactions or believe that there is an error or unauthorized transaction or activity associated with transactions utilizing your Personal Financial Information, you must contact the Payment Service.

## **Passwords and Security**

You are responsible for maintaining the confidentiality of any password(s) you establish or are given to access the Site, and are fully responsible for all activities that occur under your password(s). You agree to notify the Site immediately of any unauthorized use of your password(s).

## **Visitor Conduct**

The Site contains messaging services, notes, events, calendars, on-line communities/message boards, publications, articles personal profile information, photos, and releasable directory information of IOA-PAG members, sponsors and visitors. You agree to use these services only to post, send and receive messages and material that are proper and, when applicable, related to the particular communication service.

By way of example, and not as a limitation, you agree that when using the communication services, you will not:

- A. Use the services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- B. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- C. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- D. Publish, post, upload, distribute or disseminate any content that harasses or harms another person.
- E. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual

property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

- F. Use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- G. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the Site, the operation of another's computer or property of another.
- H. Advertise or offer to sell or buy any goods or services for any business purpose, unless such communication services specifically allow such messages.
- I. Download any file posted by another user of a service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- J. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- K. Restrict or inhibit any other Visitor from using and enjoying the services.
- L. Harvest or otherwise collect information about others.
- M. Violate any applicable laws or regulations.
- N. Create a false identity for the purpose of misleading others.
- O. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Visitors to the services or other Visitor or usage information or any portion thereof.

- P. Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.
- Q. Violate any code of conduct or other guidelines, which may be applicable for any particular service.

You acknowledge, consent and agree that IOA-PAG may access, preserve or disclose information you provide to the Site, including content and your account registration information, including when IOA-PAG has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of IOA-PAG, or their subsidiaries, affiliates, employees, agents and contractors; (ii) protect the safety, privacy, and security of Visitors to the Site or members of the public including in urgent circumstances; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities.

IOA-PAG assumes no responsibility for content posted or submitted by Visitors to the Site or for monitoring the Site for inappropriate Visitor content or Visitor conduct. If you become aware of any misuse of the Site, including in violation of any "Visitor Conduct" restrictions, please report it immediately to IOA-PAG.

### **Visitor Communities**

This Site offers Visitors the ability to post messages on message boards and Communities (collectively, "Communities"), which may be open to the public generally, to all Visitors, or to a select group of members to a specific Community group. By posting on a Community you agree to comply with the rules and restrictions on Visitor Conduct set forth above and any other rules specifically applicable to such Community. IOA-PAG reserves the right, but disclaims any obligation or responsibility, to prevent you from posting content to any Community and to restrict or remove your content from a Community or refuse to include your content in a Community for any reason at any time, in IOA-PAG's sole discretion and without notice to you.

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You acknowledge that content posted on such Communities are public, and IOA-PAG cannot guarantee the security of any information you disclose through any Community; you make such disclosures at your own risk. IOA-PAG is not responsible for the content or accuracy of any information posted on a Community, and shall not be responsible for any decisions made based on such information.

### **Linking, Crawling and Archiving**

If you would like to link to this Site, you must comply with the following guidelines:

- A. Do not incorporate any content from this Site into your site (e.g., by in-lining, framing or creating other browser or border environments around the Site content). You may only link to, not replicate, the Site content;
- B. You may not use any IOA-PAG trademarks, logos, designs or service marks in your links;
- C. You may not create the appearance of a relationship or affiliation with IOA-PAG; and
- D. Your site may not contain offensive, distasteful, illegal or inappropriate content.

From time to time the Site may also include links to other websites. These links are provided for your convenience to provide further information. We have no responsibility for the content of the linked website(s). IOA-PAG encourages you to exercise discretion while browsing the Internet. The site provides links to other websites which are not controlled by IOA-PAG. A link from the Site is not an IOA-PAG endorsement for any company or organization. IOA-PAG is not responsible for the accuracy, copyright compliance, legality or decency of material contained on any other website. We encourage you to be aware when you leave our website and to read the privacy statements of each website that collects personally identifiable information.

We take measures to protect the Site but there is no guaranty that the Site will be free of infection by viruses or any other contaminating or destructive

properties. The user accepts sole responsibility and risk associated with the use and results of Site materials, irrespective of the purpose to which such use or results are applied.

### **Other Conditions/Restrictions**

ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE SUBMISSION PROCESS, OR OTHERWISE UNDERMINE IOA-PAG'S LEGITIMATE BUSINESS OPERATIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, IOA-PAG RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

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The site may offer medical, diagnostic and/or scientific information about treatments, protocols, procedures and remedies which outside the United States of America completely legally, but in no way should anyone consider that the Site represents the "practice of medicine." The Site assumes no responsibility for how this material is used. The statements regarding any treatments, protocols, procedures and remedies (including but not limited to Cancer) have not been evaluated by any state or U.S. Government agency including, but not limited to, the FDA, EPA, NIH, CDC and or/ any armed forces of the United States (and/or their state level equivalent(s)).

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The Site is intended as a resource and discussion forum for people interested in the work and mission of the IOA-PAG and its membership, development, projects and initiatives. The Site is not meant or intended to serve as a substitute for a healthcare professional's clinical training, experience, or judgment. For patients and individuals, such information is not to be a substitute for professional medical, therapeutic, or healthcare advice or counseling. For medical issues or concerns, including decisions about medications and other treatments, visitors should always consult their physician or, in serious cases, seek immediate assistance from emergency personnel. Prescription information, procedures, and use of medical devices information should be undertaken only by properly trained and certified medical personnel after confirmation of information from third party sources, including by consulting the U.S. Government (including but not limited to the FDA)-approved uses and information.

IOA-PAG specifically disclaims any warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose. Content on the Site is provided "AS IS" and is believed to be accurate at the time of its publishing, but it is the reader's job to evaluate the accuracy of any information found on the Site. If you are a healthcare or other research professional, you should rely on your professional judgment in evaluating any and all information and/or content, and confirm the information and/or content contained on the Site with other sources and reliable third parties before undertaking any treatment based on it. If you are a consumer or patient, you should evaluate the information together with your physician or another qualified healthcare professional. IOA-PAG makes no warranty that the information contained herein will be error free, and the readers of such information use such at their OWN RISK.

If you have a question about the IOA-PAG, its products, services and policies, please contact IOA-PAG's by calling 480-529-3787 in the United States during normal business hours or email [jfuel@ioa-pag.org](mailto:jfuel@ioa-pag.org).

### **Trademark Notice**

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## **Changes to the Site**

IOA-PAG and its affiliates reserve the right to change, modify, suspend, discontinue or permanently cancel this Site's operation or portions thereof without any notice to you, including but not limited to product specifications or prices, at any time and from time to time without notice and without incurring any obligations. IOA-PAG is not obligated to retain or return your registration information or any content you have posted or submitted to the Site. Your use of the Site after any changes are posted will be considered acceptance of such changes.

## **Privacy Policy**

IOA-PAG respects the privacy of members, users of its services, and visitors to its various websites and operates according to the following policies. This privacy policy sets out how the IOA-PAG uses and protects any information that you give to us when you use the Site. Should we ask you to provide certain information by which you can be identified when using the Site, then you can be assured that it will only be used in accordance with this privacy statement.

IOA-PAG may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

## *Cookies*

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve the Site in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

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Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. Information supplied through an IOA-PAG cookie is used only by IOA-PAG and is not shared with others.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the Site.

### Personal Information

Some personal information including addresses, phone numbers, job title e-mail addresses, and other demographic information is collected for membership, subscriptions, surveys, offers and publications, meeting registrations, submission of articles/abstracts, and other similar transactions. IOA-PAG takes precautions to protect your individual information from unauthorized use. IOA-PAG may make internal use of your contact information to inform you of situations or services that may interest you.

IOA-PAG requires this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use the information to customize the Site according to your interests.

The IOA-PAG Online Membership Directory (The "Directory") is a service restricted to use by members. It contains basic contact information and membership data. E-mail addresses are not released to outside

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organizations, except when a vendor performs a service for IOA-PAG under its supervision.

IOA-PAG members may change and update their addresses, e-mail address, suppress use of their contact information in the Membership Directory, decline to receive IOA-PAG generated e-mail messages, or request to be excluded from externally sold mailing lists by visiting the Member Service Center or by contacting the Membership Department at [jfuel@ioa-pag.org](mailto:jfuel@ioa-pag.org) or 480-529-3787.

The Directory is never sold, and is only used for purposes related to IOA-PAG, its journals, and/or manuscripts which have been submitted to them.

### Server Logs

As you travel through the Site, our servers log information about your session. Information logged includes items such as your IP address, what browser you are using, the time and date you visited, how long your session lasted, and what pages you visited. We use this information from our server logs primarily to learn about our visitors as a group. It helps us to improve services on the site and plan for future needs so that we can assure continuity of service. Systematic (“robotic”) downloads of site material is not permitted, and an individual log may be examined and/or access terminated when this activity is observed. Or, we may check an individual log for editorial purposes or when an individual has reported trouble accessing an IOA-PAG system.

### Future Changes

IOA-PAG reserves the right to change this policy in any manner at any time without prior notice. If we make material changes to our privacy policy, these changes will be posted on this page.

### **Indemnity and Hold Harmless**

By using this Site you agree that you will defend, indemnify and hold harmless IOA-PAG and its affiliates, its advertising and promotions agencies, together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorneys’ fees and costs)

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IOA-PAG'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR YOUR USE OF THE SITE DURING THE TERM OF YOUR USE.

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If you believe that any content on this Site infringes your copyright, please contact IOA-PAG's designated agent for receiving such notifications in writing as follows:

Designated Agent:  
CT Corporation  
4400 Easton Commons Way, Suite 125  
Columbus, OH 43219  
Email:jan.liapini@wolterskluwer.com

In your communication, please include:

- A. Your physical or electronic signature.
- B. Identification of the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a representative list of such works.
- C. Identification of the material that you claim to be infringing, and information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address.
- D. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or the law.
- E. A statement that the information your notification is accurate and a statement by you, under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf.

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PROFESSIONAL SERVICES OR ADVICE.

### **Miscellaneous**

These Terms and Conditions (including the Privacy Policy) together with any additional terms to which you agree when using particular elements of this Site constitute the entire agreement regarding the Site and any services, and supersede all prior or contemporaneous communications, whether electronic, oral or written between you and us with respect to the Site or the services provided on the Site. The Site is operated from IOA-PAG's offices in the United States of America. These terms and conditions are governed by, and construed in accordance with, the laws of the State of Nevada, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. If a court determines that any term or condition in these Terms and Conditions is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in force and effect. IOA-PAG's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. All lawsuits arising from or relating to these Terms and Conditions shall be brought in the Federal or State courts located in Clark County, Nevada, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.