



## **NCCAOM® Website Terms and Conditions**

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Throughout this site, the terms “we”, “us”, “our”, or “NCCAOM” refer to the National Certification Commission for Acupuncture and Oriental Medicine, a U.S. corporation. “You” refers to any person accessing and/or using this website.

Please Note: These terms and conditions may be revised by NCCAOM by updating this posting – Please read them carefully.

### **GENERAL TERMS AND CONDITIONS**

#### **1. Privacy Notice**

Any personal information or material sent to this website are subject to the terms and conditions set out in our Privacy Policy. We encourage you to read and refer to it before you submit any personal information to this Site.

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While we use all reasonable attempts to ensure the accuracy and completeness of information on this website, we are not responsible if the information that we make available on this website is not accurate or complete. Any reliance upon the material on this website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this website.

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#### **6. Warranties and Disclaimers**

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##### **Warranties**

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We reserve the right to restrict, suspend or terminate without notice your access to this website or any feature of this website or any feature or part thereof at any time.



## 7. Limitation of Liability

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## 8. Prohibited Activities

You are prohibited from doing any act that NCCAOM in its absolute discretion may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this website including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) or any other of the legal rights of individuals
- Using this website to defame or libel NCCAOM, its employees or other individuals or acting in such a way that brings into disrepute the good name of NCCAOM;
- Uploading files that contain viruses that may cause damage to the property of NCCAOM or the property of other individuals; and
- Posting or transmitting to this website any non-authorized material including but not limited to material that is in our opinion likely to cause annoyance, detrimental to or in violation of NCCAOM's or any third party's systems or network security, libelous, defamatory, racist, obscene, threatening, pornographic, profane or is otherwise unlawful.



## 9. Mobile Services

If NCCAOM permits or makes available to you the ability to: (a) upload content to the website via your mobile telephone and/or tablet ("mobile device"), (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the site from your mobile device or (d) to access features through a mobile application you have downloaded and installed on your mobile device (collectively "Mobile Services"), your mobile carrier's standard data, Internet, messaging and other service fees and charges apply to your use of, and access to, the Mobile Services, and you are solely responsible for all such fees and charges. The Mobile Services may not be compatible with all mobile devices, carriers, and services, and NCCAOM does not make any representations or warranties regarding such compatibility. You are solely responsible for ensuring that your mobile device is compatible with the type of content being provided through the Mobile Services. You understand that content delivered as part of the Mobile Services may be delivered to your device through premium mobile services and acknowledge that you are solely and exclusively responsible for any charges for such services, including but not limited to any roaming charges.

You may be given the option to register to receive commercial messages from NCCAOM via your mobile device. You understand that you may be charged by your wireless service provider in connection with the receipt of such messages. You may "opt out" of receiving future messages by following the instructions provided (i) in the wireless messages or (ii) on the website where you registered to receive such messages.

## 10. Jurisdiction and governing law

The NCCAOM products, services, materials, offers and information appearing on this site are intended for users and/or constituents only.

You and NCCAOM agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of the State of Florida, United States of America, without giving effect to its choice-of-law provisions, and be submitted to the exclusive jurisdiction of the courts of Duval County, State of Florida, United States of America.

## 11. Legal notice update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

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## COPYRIGHT INFRINGEMENT NOTIFICATION

NCCAOM is committed to complying with U.S. copyright law and to respond to claims of copyright infringement. NCCAOM will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512<sup>©</sup> ("DMCA").

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By Mail:



National Certification Commission for Acupuncture and Oriental Medicine  
ATTN: Marketing Department  
76 S. Laura St, Suite #1290  
Jacksonville, FL 32202

By Email:  
info@theNCCAOM.org

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Nestlé NCCAOM to locate the material;
4. Information reasonably sufficient to permit NCCAOM<sup>®</sup> to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;
5. A statement 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 law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

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## [USER GENERATED CONTENT – SOCIAL MEDIA POLICY](#)

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### **CONSUMER RATINGS & REVIEWS – TERMS OF USE**

These Terms of Use govern your conduct, agreement, and the rights of NCCAOM ("NCCAOM") as relates to the Consumer Ratings and Reviews Service offered by NCCAOM (the "Service"). By submitting any Materials to the Service, you agree to the following terms of use. As used herein, "Materials" means any text, quotes, comments, stories, photos, videos, likeness (including name and image) or other material or information you provide to the Service. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICE.**

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- If you are a NCCAOM employee, you have disclosed that relationship; and



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#### **You agree that:**

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- The Materials you submit are original and created by you; and
- NCCAOM may use the Materials for advertising, marketing, and/or promotional and other purposes as set forth in these Terms of Use and you will not be entitled to any compensation for such use;

#### **You further agree that you shall not submit any Materials:**

- That are known by you to be false, inaccurate, or misleading to anyone using the Service. For example, you will not use a false identity or create multiple postings with the intent to monopolize or unduly influence the forum or submit Materials unrelated to the product being reviewed;
- That infringes any third party's copyright, patent, trademark, trade secret, rights of publicity rights of privacy, moral rights or any other applicable personal or proprietary rights;
- That encourages or advocates any unlawful or unauthorized behavior or activity or violates any law, statute, ordinance or regulation;
- That are offensive, obscene, vulgar, or is inappropriate for a public, family-friendly, and pet-friendly forum;
- That are, or may be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual or entity;
- That include any information that references third party websites, addresses, email addresses, contact information or phone numbers; or
- That contains any computer viruses, worms, Trojan horses or other potentially damaging computer programs or files.

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- Monitor or review the Materials you have submitted;
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### **Release and Indemnification**

You agree to release, indemnify and hold NCCAOM, and their respective officers, directors, agents, employees, and agents harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of or in connection with any breach of your representations and warranties set forth above, or your violation of any law or rights of a third party.

### **Use of Your Email Address**

By submitting your email address in connection with your rating and review, you agree that NCCAOM and its third party service providers may use your email address to contact you about the status of your review and other administrative purposes.

### **Changes to Terms of Use**

NCCAOM reserves the right to modify or terminate the Service and these Terms of Use for any reason, without notice, and without liability to you, or any third party. You are responsible for regularly reviewing these Terms of Use so that you are apprised of any changes.

Last Updated: July 10, 2014

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