

User Terms of Service for Digital Surgical Patient Education
Toolkit Service
American College of Surgeons Terms of Use

YOUR USE OF THIS DIGITAL ACS SURGICAL PATIENT EDUCATION "TOOLKIT" CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS SERVICE.

1. Definitions

The "Toolkit" refers to a website hosted at "fromyoursurgeon.com" and "You," the "User" refers to any party who has purchased the Service. "ACS" refers to the American College of Surgeons. "Access" means viewing, using, or otherwise obtaining information located on the Toolkit. "Agreement" refers to these terms of use and any subsequent modification.

2. Scope of terms

User represents and warrants that it possesses the legal right and ability to enter into this Agreement and use the Toolkit in accordance with this Agreement.

ACS reserves the right to modify this Agreement at any time without notice to User. User agrees to review this Agreement periodically to ensure awareness of any modifications. User's continued access or use of the Toolkit after modifications have become effective shall be deemed conclusive acceptance of the modified terms.

ACS has the exclusive right to control accessibility, features on the Toolkit, and any other information found on the Toolkit. ACS can restrict access to any or all portions of the Toolkit or remove any information or content from the Toolkit at any time. ACS reserves the right, but shall not be obligated, to monitor use of the Toolkit.

User is solely responsible for providing the equipment related to accessing the Toolkit, including but not limited to all computer, remote communications equipment, telephone, and other equipment.

3. License and limitations

This service and all content and information provided therein ("ACS Content") may be used only under this Agreement. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Toolkit and the ACS Content, conditioned on your continued acceptance of, and compliance with this Agreement.

- Users may not do any of the following while using the Toolkit:
 - Upload any message, information, data, text, software, graphic files, or other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, that may be invasive of another's privacy, hateful, racially, sexually, ethnically, or otherwise objectionable
 - Upload Content that contains a virus, corrupted file, or other harmful component
 - Impersonate any person or entity, including but not limited to ACS personnel, or falsely state or otherwise misrepresent any affiliation with any person or entity, or upload any Content under a fictitious name

- Intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with your use or another's use of the Toolkit
- Upload any Content that violates or infringes any patent, trademark, trade secret, copyright, privacy or any right, of whatever nature, of anyone.

If you violate any of the terms of this Section 3, your permission to use the Toolkit will immediately terminate.

User Content. By providing information or content, you warrant and represent that you own the copyright with respect to such material or have received permission from the copyright owner.

Unless specifically stated otherwise, the opinions expressed, and statements made by various authors on this Website reflect the authors' personal observations and do not imply endorsement by nor official policy of the ACS.

Vivacare (the provider who hosts and maintains the toolkit) while under no obligation, has the right to screen or monitor for inappropriate content or violation of copyright of any of the content delivered through the Service, including but not limited to Vivacare content displayed within the Toolkit.

Vivacare does not exercise editorial control over any such content and Vivacare shall have no responsibility or liability of any kind in connection with such content or for any mistakes, omissions, defamation, slander, libel, falsehoods, obscenity, pornography or profanity contained therein or that may be encountered by the User while using the Service.

4. Proprietary rights

The Toolkit and all of the ACS Patient Education Content is copyright, 1996–2021 by the American College of Surgeons (ACS), Chicago, IL 60611-3295, all rights reserved.

The contents of this Toolkit may be downloaded and printed out for more convenient reading use, but the contents may not be reproduced, changed, stored in a retrieval system, or transmitted in any form by any means, without prior written permission of the ACS.

The seal of the ACS, ACS, American College of Surgeons are registered trademarks, and may not be copied, reproduced, or redistributed without prior consent from the American College of Surgeons.

The letters "FACS" (Fellow of the American College of Surgeons) are a registered trademark. Only surgeons who have been officially admitted to Fellowship in the College may use the letters "FACS" after their names. This designation signifies that a surgeons' education, training, professional qualifications, surgical competence, and ethical conduct have passed a rigorous evaluation and have been found to be consistent with the high standards expected and demanded by the College. Upon meeting the appropriate standards set forth for Fellowship, an applicant's acceptance must be approved by three-fourths of the ACS Board of Regents.

5. Third party links and content

This Toolkit contains links to other websites and third-party content such as photos and media. Inclusion of any third-party link or content does not imply an endorsement or recommendation

by ACS. ACS is not the publisher or speaker of any information on the Toolkit that is provided by third-party content providers or by Users, and ACS is not liable for any claims related to that information. Any mention on the Toolkit of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by ACS. ACS assumes no responsibility for those products or services. Any dealings among any User and any third parties mentioned on or found through the Toolkit are solely between the User and the third parties, and are subject to any terms, conditions, warranties, or representations associated with those dealings.

6. Username Account

User will be required to provide a password in order to make changes to their Toolkit. User is solely and fully responsible for maintaining the confidentiality of his/her username and password and is solely and fully responsible for all activities that occur under his/her username and password. User agrees to: (a) immediately notify ACS of any unauthorized use of a username and password or any other breach of security and (b) ensure that User logs off at the end of each session. ACS will not be liable for any loss or damage arising from User's failure to comply with this Section 6.

7. Purchases.

Descriptions

ACS attempts to be as accurate as possible. The Service and its availability on the Toolkit are subject to change without notice. Errors on the Toolkit or any other communication from ACS will be corrected when discovered, and ACS reserves the right to revoke any offer and to correct any errors, inaccuracies, or omissions including after an order has been submitted and whether or not the order has been confirmed and your account has been charged. If your account has already been charged for the purchase and your order is cancelled, ACS will issue a credit to your account in the amount of the charge.

Refund policy

Except as otherwise agreed by ACS, no refunds will be issued.

8. Privacy and Security Policy

Privacy Policy: The American College of Surgeons respects your privacy. Information collected through the Toolkit, such as IP addresses and cookies permits data to be collected on frequency of use and activity. The ACS does not knowingly collect any personally identifiable information. The ACS uses your personally identifiable data for the purpose for which it was submitted, for example, to provide access to the Toolkit. The website may have links to third parties that are not under our control. These websites may have their own policies or no policies regarding privacy.

Please review our Privacy Policy found at <https://www.facs.org/privacy-policy> to understand our practices relating to the collection and use of your personal information.

Security Measures: Vivacare, the provider who hosts and maintains the Toolkit, uses firewalls, vulnerability scans and a secure server encryption technology to detect, protect and block intrusions to its system. The information that you provide to make use of the Toolkit is shared with Vivacare.

9. Disclaimer and limitation of liability

Although ACS has attempted to provide accurate information on the Toolkit, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of that information and assumes no responsibility for any errors or omissions in that information. USER ACCESSES THIS TOOLKIT AT HIS OR HER OWN RISK. THE TOOLKIT IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING, TRADE OR PERFORMANCE, ARE SPECIFICALLY DISCLAIMED. NEITHER ACS NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS TOOLKIT, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROVISIONS IN THIS SECTION ARE APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF ACS, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF, USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. USER AGREES THAT ACS IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS TOOLKIT.

10. Indemnification

User understands and agrees that he or she is personally responsible for his or her behavior on this Toolkit. User agrees to indemnify, defend, and hold harmless ACS and Vivacare, their directors, officers, employees, agents, and assigns from and against all losses, expenses, damages, costs (including, but not limited to, direct, incidental, consequential, exemplary, punitive, and direct damages), reasonable attorneys' fees, resulting from or arising out of the User's use, misuse, or inability to use the Toolkit or any violation by the User of this Agreement.

11. Termination of Agreement

Either ACS or User may terminate this Agreement at its discretion. In addition to ACS' other rights, ACS may terminate access to the Toolkit if User breaches this Agreement in any way or engages in conduct that ACS deems inappropriate. In the event of termination of this Agreement, the provisions found in Sections 4, 5, 9, 10, 11 and 12 shall survive.

12. Governing Laws

The Service is based in the United States. Access to the Toolkit may not be legal by certain persons or in certain countries. If you access the Toolkit from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

This Agreement will be governed by the internal laws of the State of Illinois, without regard to its choice of law provisions. You agree that any action arising out of or relating to this Agreement may be brought only in a court of competent jurisdiction in Illinois, and you hereby consent to the jurisdiction, venue and convenience of such courts.

13. Miscellaneous

This Agreement constitutes the entire agreement between ACS and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between ACS and User dealing with the subject matter hereof is superseded.

Upon User's breach of this Agreement, ACS may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages as well as injunctive relief. ACS' remedies are cumulative and not exclusive. Failure of ACS to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

User agrees that, regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.