

**Privacy Policy and Terms and Conditions of Use  
for Illinois College of Emergency Physicians  
<www.icep.org>**

Welcome and thank you for visiting the Illinois College of Emergency Physicians (hereafter “ICEP”) website. As used herein, the words “you” and “your” refer to any person or entity accessing the ICEP website. The words “we,” “us,” and “our” refer to ICEP. The following describes how we handle information we may learn about you from your visit to our website, and provides the rules that govern your use of our site.

**I. These Terms and Conditions Govern Your Use of Our Site**

A. Use of our site constitutes contractual agreement. **AS A CONDITION TO AND IN CONSIDERATION OF ACCESSING AND USING OUR SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND BY OUR PRIVACY POLICY (COLLECTIVELY OUR “TERMS AND CONDITIONS”). CLICKING THE “I ACCEPT” BUTTON BELOW CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE/VISIT OUR SITE.**

B. Amendments to these Terms and Conditions. We reserve the right to modify, alter, or otherwise update these Terms and Conditions at any time. Any changes will apply prospectively only, as of the effective date found at the bottom of these Terms and Conditions. It is your responsibility to review these Terms and Conditions before accepting them. We may of course change, move, or delete portions of our site, or add to our site from time to time.

**II. How to Contact Us**

If you have questions about our Terms and Conditions, your dealings with our website, or technical problems with the operation of our website, you may contact us as provided below:

By phone at: 630-495-6400

By email at: info@icep.org

**III. Scope**

A. Terms and Conditions apply only to online information. These Terms and Conditions apply only to information you provide/we collect online during your visit or use of this website.

B. Privacy Policy applies only to users in the U.S. Our Privacy Policy applies only to users accessing our website in and from the United States. ICEP does not solicit use of our site by visitors outside the United States, does not knowingly collect Personally Identifiable Information from visitors outside the United States, and our site and servers that make this site available are located in the United States. Access to our site from locations in which the jurisdiction does not give full effect to all provisions of our Privacy Policy is prohibited. **IF YOU ACCESS OUR SITE FROM OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LAWS APPLICABLE IN YOUR JURISDICTION.**

C. Privacy Policy does not apply to discussion forum. Our Privacy Policy does not protect any information you may post to our online discussion forum.

#### IV. Exceptions to Our Privacy Policy

There are exceptions to our Privacy Policy in that it may be necessary for ICEP to release or use Personally Identifiable Information we in good faith believe is appropriate in connection with legal proceedings, or in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver, or other comparable legal process, including subpoenas from private parties in a civil action.

#### V. No Medical Advice

We do not collect health or health-related information about you on this website. ICEP is not itself a health-care professional. All health and health-related information contained on this website is intended to be general in nature and does not constitute medical advice. It is provided for informational purposes only and should not be used as a substitute for a visit to a health care professional. The information you obtain from this site might be inappropriate for your own situation or might be misinterpreted. You should never change or stop any course of treatment prescribed by your physician without first consulting him or her. **ICEP ASSUMES NO RESPONSIBILITY FOR HOW YOU USE OR MISUSE THE INFORMATION YOU OBTAIN FROM THIS SITE, AND ICEP EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

#### VI. Policies for Children (Individuals Under the Age of 13)

Our site is not directed to children under the age of 13. **We hereby advise all visitors to our website under the age of 13 not to disclose or provide Personally Identifiable Information on our site.** Parents and guardians should supervise children's access to the Internet. In the event we discover that a child under the age of 13 has provided Personally Identifiable Information to us, in accordance with the Children's Online Privacy Protection Act of 1998, we will delete the child's Personally Identifiable Information from our files to the extent possible.

#### VII. Types of Information We May Collect and How It is Treated

A. ICEP is a 501(c)(6) not-for-profit organization established as the state chapter of the American College of Emergency Physicians. ICEP's purpose is to support and promote quality emergency medical care and the interests of emergency physicians. ICEP may collect, use, and disclose Personally Identifiable Information on this website. The primary purpose for any such collection, use, and/or disclosure is to further the purpose of our organization.

B. Types of information. Information you may provide/we may collect when you visit our site falls into two broad categories: personally identifiable information, and aggregate information. "Personally Identifiable Information" is information that can be used to identify or contact you, such as your name, email address, or mailing address. "Aggregate Information" is information that does not identify you, and may include, for example, statistical information concerning the Web pages on our site that users most frequent. Our Privacy Policy governs both categories of information. The information we receive depends upon what you do when you visit our site, as detailed below.

C. Personally Identifiable Information. We do not share with unrelated third parties any Personally Identifiable Information you provide to us. By "unrelated third parties" we mean anyone who is not directly involved in the maintenance, hosting, or running of our site, or not involved in fulfilling requests you make at our site. We use Personally Identifiable Information you provide to us when you visit our site only for the purposes for which you have provided it. For example, if you fill out an online application form to join ICEP, register online for an upcoming event, sign up online to receive ICEP newsletters, updates, alerts, notices of events, or other information, or send us an email, you may provide us with Personally Identifiable Information. We will use any such Personally Identifiable Information to respond to and/or fulfill your requests. Please note that, if you wish to register online for an upcoming event, if the event is co-sponsored with another entity (which will be stated), you may also be providing the Personally Identifiable Information to the co-sponsor (as well as to us). If,

at any time, you decide you no longer wish to have us contact you and/or provide you with the information/goods/services you requested, simply notify us (see Section II above) to that effect.

D. Aggregate Information. We may collect Aggregate Information about your use of our site through cookies and similar computer/Internet technologies. “Cookies” are small pieces of information that a website transfers to your hard drive, where it is stored by your browser on your computer’s hard drive for record-keeping purposes (such as storing user preferences). If we use cookies or other similar computer/Internet technologies, we use the Aggregate Information collected for system administration, to measure the number of visitors to our site, to improve site performance, to help us make our site more useful, to gather broad Aggregate Information, etc. If we use cookies or other similar computer/Internet technologies, they do not collect or retain Personally Identifiable Information, nor do we link Aggregate Information to Personally Identifiable Information. Additionally, we do not authorize any third parties to use cookies we may create at our site for their own purposes. Please be advised, however, that sites you link to from our site may use cookies or other similar computer/Internet technologies in other ways and for other purposes. You should read and understand the privacy policy of the site(s) you link to in order to determine whether and how a particular site uses such technologies. Please note that most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or indicate when a cookie is being sent. You should consult the help section of your Web browser software to learn how to do this. Be advised, however, that disabling cookies may prevent you from viewing or using certain Web pages.

## VIII. Security of Personally Identifiable Information

A. Access and security. We have in place security control systems designed to help prevent loss or theft and unauthorized disclosure of your Personally Identifiable Information. **DUE TO THE NATURE OF THE INTERNET AND DEVELOPING TECHNOLOGIES, HOWEVER, ICEP CANNOT GUARANTEE OR WARRANT THE SECURITY OF YOUR INFORMATION, AND ICEP EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

B. Do not use or access this website via a wireless network. Do not provide Personally Identifiable Information to us using a wireless network, computer, or other device. Even if your machine is running wireless encryption protocols, there is a high security risk inherent in wireless networks. It is impossible for us to make any assurances as to the security of any such transmissions.

C. Email. If you communicate with us via email, we will share your correspondence with employees, volunteers, representatives, or agents most capable of addressing your correspondence. We will retain your communication until we have done our very best to provide you with a complete and satisfactory response and may subsequently retain your communication for our records. Please be advised that email does not provide a means for completely secure and private communications. Although reasonable efforts will be made to keep your information confidential, from a technical standpoint, there is still a risk and it is impossible for us to guarantee the security of such transmissions.

D. Password protected areas. ICEP does not warrant or represent that the information you submit to password protected areas of our website will be protected against loss, misuse, or alteration by third parties. You are solely responsible for taking all steps to ensure that no other person has access to password protected areas of our site accessed through your password or account. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your password and password protected areas of our site accessed through your password or account; and (3) promptly inform ICEP of any need to deactivate a password. You permit ICEP and all other persons or entities involved in the operation of our site to transmit, monitor, retrieve, store, and use your Personally Identifiable Information in connection with the operation of password protected areas of our site.

E. Assignment or Transfer of Personally Identifiable Information. ICEP may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you. In the event ICEP elects

to make any such assignment, you agree that ICEP may do so on the condition that any such third party agrees to abide by ICEP's Privacy Policy as it applies to any Personally Identifiable Information the third party may receive in the course of such assignment or transfer. **ICEP, HOWEVER, CANNOT GUARANTEE OR WARRANT THAT SUCH THIRD PARTY WILL IN FACT ABIDE BY ICEP'S PRIVACY POLICY, AND ICEP EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

## **IX. Accessing Your Personally Identifiable Information**

If at any time you would like us to update or correct Personally Identifiable Information you have provided on this site, please contact us (see Section II above) and we will update or correct your Personally Identifiable Information to the extent your request does not compromise our Privacy Policy or interfere with the privacy rights of third parties. Additionally, if you request, we will use reasonable efforts to remove your Personally Identifiable Information from any databases we may maintain. Please understand, however, that it may be impossible to remove information completely, due to backups and records of deletions. We reserve the right to limit the number of requests made under this Section and to charge a reasonable fee and/or refuse requests if the process is abused or misused.

## **X. Complaints**

If you believe ICEP is not observing the principles stated in this Privacy Policy, you should contact us (see Section II above).

## **XI. Electronic Transactions**

You acknowledge and agree that any transactions conducted on this website through utilization of electronic transactions and/or verified by the use of electronic signatures are binding pursuant to applicable law. You understand that your electronic consent bears the same legal authority as your written signature and is binding pursuant to applicable law. You may obtain a paper copy of any electronic transaction by printing the Internet screen(s) on which such information is present. ICEP may use a third party for processing of payments for goods/services you purchase on our site. If we do so, the name of the third-party payment processor will appear on the Web page on which you are purchasing goods/services. You acknowledge and agree that ICEP has no control over and does not employ or manage any such third-party payment processor, and that said third party's collection, use, and disclosure of your Personally Identifiable Information will be governed not by our Privacy Policy but by the third-party payment processor's privacy policy. You acknowledge and agree that ICEP has no control over any such third party's privacy policy and you should review said privacy policy before determining whether you wish to purchase goods/services on our site.

## **XII. Discussion Forum**

A. Use by children (under the age of 13) is prohibited. As stated above in Section VI, our site is not directed to children under the age of 13. **We hereby advise all visitors to our website under the age of 13 not to disclose or provide Personally Identifiable Information on our site and not to use our discussion forum.** Parents and guardians should supervise children's access to the Internet. In the event we discover that a child under the age of 13 has provided Personally Identifiable Information to us, in accordance with the Children's Online Privacy Protection Act of 1998, we will delete the child's Personally Identifiable Information from our files to the extent possible.

B. The discussion forum is public communication. You understand and agree that the discussion forum on our website constitutes public and not private communications and that, as such, any content, communication, attachments, etc. (collectively the "Content") you post to our discussion forum may be read by others without your knowledge. Therefore, you should use caution when posting Content to our discussion forum.

C. *You are solely responsible for Content you post to our discussion forum.* You understand and agree that neither ICEP, its subsidiaries, parent companies, affiliates (if any), nor their respective directors, officers, employees, or agents are responsible for Content you post to the discussion forum on the ICEP website. ICEP shall have no liability whatsoever related to Content, whether or not arising under the laws of copyright, trademark, libel, slander, defamation, privacy, obscenity, or otherwise. You further understand and agree that ICEP does not control Content posted to the discussion forum. Your use of the discussion forum will be governed by these Terms and Conditions and any applicable laws governing such activities. ICEP does not screen Content in advance, nor does ICEP determine in advance the accuracy or conformance to these Terms and Conditions of any Content. ICEP is not responsible for screening, policing, editing, reviewing, or monitoring Content.

D. *ICEP retains the right, but has no obligation or duty, to monitor and to remove and disclose discussion forum Content.* ICEP retains the right, but has no obligation or duty, to monitor Content from time to time and to disclose any information necessary (1) to satisfy any law, regulation, or other governmental request; (2) to operate the discussion forum; or (3) to protect itself or other users. If notified of Content that is alleged not to conform to these Terms and Conditions and/or applicable law, ICEP may investigate the allegation and determine in its sole discretion whether to remove or request the user to remove such Content. ICEP reserves the right to prohibit the posting of Content, use of the discussion forum, or to edit, refuse to post, or to remove any Content, in whole or in part, it deems in its sole discretion to (1) violate the provisions of these Terms and Conditions; (2) violate applicable law; (3) be harmful to ICEP, the rights of any user, or the rights of other third parties; or (4) be abusive, defamatory, obscene, or otherwise objectionable or inappropriate.

E. *Examples of prohibited discussion forum activities.* By way of example, and not as a limitation, you agree that when using our discussion forum, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell any goods or services for any commercial purpose.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of the discussion forum that you know, or reasonably should know, cannot be legally distributed in such a manner.
- Falsify or delete any author attributions, legal or other notices or proprietary designations or labels of the origin or source of software or other material.
- Restrict or inhibit any other user from using and enjoying our discussion forum.

F. *Grant of rights in Content to ICEP.* By posting Content to ICEP's discussion forum, you agree to grant ICEP permission to use, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, create derivative works from, transfer, license, sublicense, or sell any such Content. The foregoing grants shall include the rights in such Content, including but not limited to rights under copyright, trademark, or patent laws under any relevant jurisdiction.

G. *Objectionable Content or Conduct.* If you find any conduct or Content posted by another user of our discussion forum objectionable, please contact us (see Section II above).

### **XIII. Links to Other Websites**

Our site may contain links to other sites ("Third Party Sites"). We do not necessarily endorse, sanction, or verify any of these Third Party Sites or anything posted on these sites, and we provide such links merely for the convenience of our users. Once you access a Third Party Site, you are subject to the privacy policy and terms and

conditions of use of the Third Party Site. We have no control and bear no responsibility for any action or policy associated with any Third Party Site.

#### **XIV. Ownership of Site Contents; Downloading**

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, and other materials that are part of our site (collectively the “Materials”) are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by ICEP or used under principles of “fair use.” The Materials of our site and the site as a whole are intended solely for your personal use. You may download or copy the Materials for such personal use, provided that you do not remove any copyright or other proprietary notices contained on the Materials. By allowing you to download these Materials for personal use, we expressly do not transfer to you any right, title, or interest in the Materials.

#### **XV. User Comments**

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted, or offered to ICEP through our site or otherwise disclosed, submitted, or offered in connection with your use of our site (collectively “User Comments”) shall be and remain the property of ICEP. You agree that ICEP shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in any User Comments you send to us for any purpose whatsoever. ICEP has no obligation to respond to any User Comments, and we reserve the right, but undertake no duty, to review, edit, move, or delete any User Comments posted by users on our site, in our sole discretion and without notice.

#### **XVI. Content of User-Posted Information; Other Use of Our Site**

You are prohibited from posting or transmitting any advertising “spam,” unlawful material, or other material we deem otherwise inappropriate for our site. **ICEP DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY ARISING FROM, CONNECTED TO, OR ASSOCIATED WITH THE CONTENT OF ANY USER POSTINGS.** You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate burden on our site. ICEP reserves the sole discretion to deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with these Terms and Conditions.

#### **XVII. Complaints Regarding Perceived Infringement**

ICEP respects intellectual property rights, and will deny access to our site to anyone who, in our discretion, repeatedly infringes the intellectual property rights of others. In addition, we will use reasonable efforts, in light of our resources, to accommodate generally accepted technical measures used by copyright owners to identify and protect their copyrighted works. If you believe materials posted on our site infringe rights you enjoy under copyright law in specific materials (collectively a “Work”), we request that you direct your concerns to our “Designated Agent” provided below, pursuant to the Digital Millennium Copyright Act (17 U.S.C. §512) (hereafter the “DMCA”). Your notice to our Designated Agent should follow the notice provisions set out in the DMCA. Additional information about the DMCA can be obtained from the website of the Copyright Office located at <http://www.loc.gov>. Upon receiving your notice, we agree to respond to it and, if appropriate, remove or disable access to material you believe infringes your Work.

**Designated Agent:**      **Sheila M. Heidmiller, Esq.**  
**Macheledt Bales & Heidmiller LLP**  
**Desert Ridge Suites**  
**5246 E. Estevan Rd.**  
**Phoenix, AZ 85054**  
**Phone: 602-354-7584**  
**Email: sheilah@mbh-law.com**

## **XVIII. Disclaimer and Limitation of Liability**

A. Disclaimer. While we use reasonable efforts to include accurate and up-to-date information on our site, we make no warranties or representations as to its accuracy. ICEP assumes no liability or responsibility for any errors or omissions in the content on our site. **OUR SITE AND ALL CONTENTS OF OUR SITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE, AND THAT ICEP SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OUR SITE.** Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

B. Limitation of Liability. **NEITHER ICEP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, HOSTING, OR DEVELOPING OUR SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE.**

## **XIX. Indemnification**

You agree to defend, indemnify and hold ICEP harmless from and against any and all claims, damages, costs, and expenses, including attorney’s fees, arising from or in any way related to your failure to comply with these Terms and Conditions or your use of our site.

## **XX. Choice of Law and Jurisdiction**

Unless otherwise specified, our site and the Contents thereof are displayed solely for the purpose of promoting the mission of ICEP. These Terms and Conditions shall be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions. Any dispute arising under these Terms and Conditions shall be resolved exclusively by the state or federal courts sitting in Illinois.

## **XXI. Headings**

The headings in these Terms and Conditions are included solely for convenience and will not limit or otherwise affect this Privacy Policy or any interpretation thereof.

## **XXII. Severability**

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

## **XXIII. Non-Transferability**

Your right to use our site and your duties and obligations under these Terms and Conditions are NOT transferable.

**Effective Date: July 14, 2004**

**I ACCEPT**