Home > About > Policies & Duidelines > Terms of Use

OSAP Terms of Use

These terms of use are entered into by and between you and the Organization for Safety, Asepsis and Prevention ("OSAP," "we," "us" or "our") and, together with the OSAP Privacy Policy

(the

"Privacy Policy") (collectively, these "Terms of Use"), govern your access to and use of osap.mclms.net/

including any content, functionality, and services offered on or through osap.mclms.net/
(the "

Infection Prevention & Safety CE Center

") and your use of products you purchase or obtain access to through the Infection Prevention & Safety CE Center, such as courses and webinars ("

Products

"). If you do not agree to these Terms of Use, you may not use the Infection Prevention & Safety CE Center, Products, or any Content (defined below). Your use of the Infection Prevention & Safety CE Center constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms of Use. You acknowledge and agree that you have read and are hereby bound by these Terms of Use and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Infection Prevention & Safety CE Center and Content.

Additional Terms for Products

Your use of Products is also subject to the specific OSAP Agreement that governs each Product (each such agreement, a "**Product Agreement**"). The applicable Product Agreement is available during registration. If there is a conflict between these Terms of Use and the applicable Product Agreement, the terms of the Product Agreement supersede these Terms of Use.

No Reliance on Content

"Content" means all text, information, graphics, data, software, animation, applications, videos, music, photos, trademarks, links to third-party sites and other materials and information presented on the Infection Prevention & Safety CE Center, made available through the Infection Prevention & Safety CE Center, or included in a Product.

THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. OSAP DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE CONTENT. CONTENT MAY BE OUT OF DATE AT ANY GIVEN TIME, AND WE ARE UNDER NO OBLIGATION TO UPDATE IT. THE CONTENT IS NOT INTENDED AS, AND SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. ADHERENCE TO ANY INFORMATION OR SUGGESTIONS CONTAINED IN THE CONTENT IS AT YOUR OWN RISK AND DOES NOT ENSURE COMPLIANCE WITH ANY FEDERAL OR STATE LAWS, RULES, OR REQUIREMENTS THAT MAY APPLY TO YOU. WE RECOMMEND YOU SEEK THE ADVICE OF LEGAL COUNSEL REGARDING SUCH LAWS, RULES, AND REQUIREMENTS.

Changes to the Infection Prevention & Safety CE Center, Content and Terms of Use

We may make changes to the Content and the Infection Prevention & Safety CE Center (including adding or removing Content) or to these Terms of Use from time to time at our sole discretion without notice to you. All changes to the Terms of Use are effective immediately when we post them and apply to your access to and use of the Infection Prevention & Safety CE Center and Content thereafter. Your continued use of the Infection Prevention & Safety CE Center following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any such changes.

Accessing the Infection Prevention & Safety CE Center and Account Security

You acknowledge and agree that we may restrict, suspend, or terminate access to the Infection Prevention & Safety CE Center or portions thereof at any time at our sole discretion. We will not be liable if, for any reason, all or any part of the Content or Infection Prevention & Safety CE Center is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access the Infection Prevention & Safety CE Center or any Product or Content through your internet connection are aware of and comply with these Terms of Use and the applicable Product Agreements.

To access the Infection Prevention & Safety CE Center or some of the resources it offers, including Products, you may be asked to register and create an account. You must provide accurate and complete information when registering and keep that information current. We may require you to renew your registration or request additional information from you from time to time. You agree that all information you provide to this Infection Prevention & Safety CE Center, including through the use of any interactive features on the Infection Prevention & Safety CE Center, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You may not (i) allow others to access or use your account; (ii) attempt to circumvent our security mechanisms; or (iii) create an account by automated or illegal means. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for all activities that occur through your account, regardless of whether you engaged in those activities. We are not liable for any loss or damages of any kind, and you may be held liable for any losses incurred by us or another party due to someone else using your account, whether with or without your knowledge.

Links to Third-Party Websites and Third-Party Content

The Infection Prevention & Safety CE Center or Products may contain third-party content and links to websites operated by third parties. Such third-party content and links are included solely for our users' convenience and do not constitute our approval, endorsement, or warranty of any third-party website or content. When you click on a third-party link on the Infection Prevention & Safety CE Center or in a Product, you will leave the Infection Prevention & Safety CE Center. We are not responsible for the accuracy, completeness, or reliability of the information, products, or services offered or sold through any linked website. You use them at your own risk. Any personal information you submit on them will not be collected or controlled by us but instead will be subject to the privacy notice and terms of use of that website. We recommend you review that website's privacy policy and terms of use before using it.

Intellectual Property Rights

OSAP and its affiliates and licensors own and retain all rights, title, and interests, including all intellectual property rights, in the Infection Prevention & Safety CE Center, Products, and Content. Except as expressly set forth in these Terms of Use or an applicable Product Agreement, all rights relating to the Infection Prevention & Safety CE Center, Products, and Content are expressly reserved by OSAP, its affiliates, and licensors.

So long as you comply with these Terms of Use, we grant you a limited, non-assignable, nonexclusive, revocable license, without right of sublicense, to access and use the Infection Prevention & Safety CE Center solely for your personal, non-commercial use and to make a limited number of copies of the Content contained on the Infection Prevention & Safety CE Center for your personal, non-commercial use. You may not, and will not permit or authorize any person, directly or indirectly, to:

- 1. license, lease, republish, distribute, copy, transfer, sell, or use the Infection Prevention & Safety CE Center, Products, or Content other than as expressly permitted by these Terms of Use or the applicable Product Agreement;
- 2. modify any Content or use any illustrations, photographs, video or audio sequences, or graphics separately from the accompanying text;
- 3. delete or alter any copyright, trademark, or other proprietary rights notices from the Products or copies of the Content;
- 4. create derivative works from, reverse engineer, disassemble, reconstruct, or decompile the Infection Prevention & Safety CE Center, any Product, or any software contained in or made available through them;
- 5. gain unauthorized access to the Infection Prevention & Safety CE Center, Products, or our systems;
- 6. damage, disrupt, or impede the operation of the Infection Prevention & Safety CE Center or our systems;
- 7. engage in fraudulent or illegal conduct with respect to the Infection Prevention & Safety CE Center, Products or Content;
 - 8. interfere with any other person's use of the Infection Prevention & Safety CE Center;
- 9. use any robot, spider, or search/retrieval application to access the Infection Prevention & Safety CE Center or retrieve or index any Content;
- 10. transmit any viruses, worms, Trojan horses, or other programming of a destructive nature;
- 11. store or archive Content to your own or a third party's computer systems or storage devices or reproduce or incorporate any Content into any information retrieval system; or
- 12. create a web page or computer application of any kind that deep links to or frames the Infection Prevention & Safety CE Center or any portion thereof.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Infection Prevention & Safety CE Center or delivered to you, including Products, will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to the Infection Prevention & Safety CE Center for the reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE INFECTION PREVENTION & SAFETY CE CENTER, PRODUCTS OR CONTENT.

YOU UNDERSTAND AND AGREE THAT THE INFECTION PREVENTION & SAFETY CE

CENTER, THE PRODUCTS, AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OSAP, ITS AFFILIATES, AND LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT OSAP, ITS AFFILIATES, AND LICENSORS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY CONTENT AND DO NOT WARRANT THAT THE INFECTION PREVENTION & SAFETY CE CENTER OR ANY PRODUCT OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE INFECTION PREVENTION & SAFETY CE CENTER OR ANY PRODUCT OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE INFECTION PREVENTION & SAFETY CE CENTER OR ANY PRODUCT OR CONTENT WILL BE CORRECTED. IN NO EVENT WILL OSAP, ITS AFFILIATES, OR LICENSORS BE LIABLE FOR ANY DECISION MADE IN RELIANCE ON ANY CONTENT.

Indemnity

You hereby defend, indemnify, and hold harmless OSAP, its affiliates and licensors and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, judgments, awards, losses, expenses, damages, and costs (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or any applicable Product Agreement or your use of the Infection Prevention & Safety CE Center or any Product or Content.

Limitation of Liability

IN NO EVENT WILL OSAP, ITS AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR OTHER DAMAGES WHATSOEVER, INCLUDING PROPERTY DAMAGE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA OR LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE INFECTION PREVENTION & SAFETY CE CENTER OR ANY PRODUCT OR CONTENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS), EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU UNDERSTAND THAT SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH EVENT, OSAP'S TOTAL CUMULATIVE LIABILITY TO YOU AND ANY OTHER

PARTIES WILL BE THE MINIMUM AMOUNT PERMITTED BY LAW.

Term and Termination

These Terms of Use and your right to use the Infection Prevention & Safety CE Center, Products, and Content will automatically terminate you breach these Terms of Use. Upon termination of these Terms of Use, you will cease all use of the Infection Prevention & Safety CE Center, Products, and Content and destroy all copies thereof.

Governing Law

You agree that (i) the statutes and laws of the United States and the State of Georgia, without regard to conflicts of laws principles, will apply to all matters relating to these Terms of Use and your use of the Infection Prevention & Safety CE Center, Products and Content and (ii) any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Fulton County, GA. You hereby consent and submit to the personal jurisdiction of such courts and extra-territorial service of process. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Infection Prevention & Safety CE Center or any Product or Content or these Terms of Use must be filed by you within one (1) year after such claim or cause of action arising out of or connected with your use of the Infection Prevention & Safety CE Center or any Product or Content or these Terms of Use will be resolved individually, without resort to any form of class action.

Miscellaneous

If you are a copyright owner or agent thereof and believe that content posted on this Infection Prevention & Safety CE Center infringes upon your copyright, please submit notice to office@oosap.org

with the following information:

- 1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
 - 2. Identification of or a representative list of the work you believe has been infringed;
- 3. Identification of the material that you claim is infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled;
- 4. The URL of the location on the Infection Prevention & Safety CE Center containing the material that you claim is infringing:
 - 5. Your address, telephone number, and email address;
- 6. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

Last Updated Thursday, December 01, 2022 08:01 AM

7. A statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You are solely responsible for the content you post on any interactive features within the Infection Prevention & Safety CE Center. You may not post any material that is illegal, threatening or violates the proprietary, privacy, or other rights of any third parties. We reserve the right, but are not required, to monitor any content posted to our site and may, at our sole discretion and without any notice, delete any content and/or revoke your right to post or access the site in the future. OSAP is not responsible for any third-party content posted or linked to on this site, including but not exclusive to any postings by site users.

These Terms of Use, the Privacy Policy, and the applicable Product Agreements, if any, constitute the entire agreement between you and us pertaining to your use of the Infection Prevention & Safety CE Center, the applicable Products, and the Content. If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions of these Terms of Use will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal, and enforceable provision that comes closest to your and our intent underlying the invalid, illegal or unenforceable provision. Our failure or delay to exercise or enforce any right or provision of these Terms of Use or rights under applicable law will not constitute a waiver of such right or provision. The terms, conditions, and warranties contained in these Terms of Use that by their nature and context are intended to survive termination will so survive. These Terms of Use are provided in English, and the English version thereof will be valid, enforceable, and binding.