

# VMGMA Web Site Terms & Conditions of Use

## Contact Us

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P.O. Box 263  
Sandston, VA 23150 USA

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## 1. Your Consent to These Terms and Conditions of Use

This Web site (this "Site") is owned and operated by Virginia Medical Group Management Association ("VMGMA"). Please feel free to browse this Site; however, your access to and use of this Site is subject to the following terms and conditions ("Terms and Conditions"), VMGMA's Privacy Policy, all other policies of VMGMA, and all applicable laws. By accessing and browsing this Site, you accept, without limitation or qualification, these Terms and Conditions, which constitute an agreement between you and VMGMA.

## 2. Changes To These Terms and Conditions

We reserve the right to update or modify these Terms and Conditions, at any time and without prior notice, by posting the revised version on this Site. These changes will be effective as of the date we post the revised version on this Site. Your use of this Site following any such change constitutes your agreement to be bound by the revised Terms and Conditions.

To alert you to changes in these Terms and Conditions, we will provide a notice at the top of this page for at least 30 days after the new effective date. Unless the change is a minor change (such as a change in our contact information) or a non-substantive change (such as the reformatting or rewording of a portion of these Terms and Conditions), we will also post notices on our home pages and/or on the relevant pages of this Site for 30 days after the new effective date to alert you to the change.

You may access the current version of these Terms and Conditions at any time by clicking on the link marked "Terms and Conditions" at the bottom of each page of this Site.

These Terms and Conditions are effective as of February 1, 2016.

### **3. Click-Through Agreements.**

Before you may use certain areas of this Site, for example, our Discussion Forums, you may be asked to indicate your acceptance of certain special terms and conditions by clicking on a button marked "O.K." or "I agree." Any special terms and conditions to which you agree will supplement and amend these Terms and Conditions.

### **4. Agent To Receive Notification Of Claimed Infringement**

VMGMA does not knowingly violate or permit others to violate the copyrights of others. Individuals who use this Site may not post materials that violate the copyrights of others. It is our policy to deny access to individuals we know have repeatedly posted infringing materials on our Site. Please notify our office immediately if you have reason to believe any of the materials published on our Site infringe the copyrights of others. Please include your email address, street address and phone number, so that we can contact you if we need more information.

*Notice of Claim of Copyright Infringement.* If you are the copyright owner or are authorized to act on behalf of the copyright owner, please notify our office immediately of any claim of copyright infringement. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing and must include the following:

- a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list);
- a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material;
- enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address;
- a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the "copyright owner"), an agent for the copyright owner, or by law;
- a statement that all of the information you have provided is accurate; and
- a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your notice must be signed (physically or electronically) and must be addressed as follows:

VMGMA  
Toll Free Phone: 866.899.5800  
Fax: 804.328.3344  
E-mail: [vmgma@comcast.net](mailto:vmgma@comcast.net)  
Mail: Virginia Medical Group Management Association

P.O. Box 263  
Sandston, VA 23150 USA

## **5. Restrictions On Use Of Logos, Name, Materials**

VMGMA's name and logos and all related product and service names, design marks and slogans are the trademarks or service marks of VMGMA. You are not authorized to use the letters "VMGMA" or "Virginia Medical Group Management Association" or any current logo or former/old logo or any VMGMA name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of VMGMA.

VMGMA reserves all legal rights and remedies available to them.

Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. This Site contains material that is protected by international copyright and trademark laws. No material (including but not limited to the text, images, audio and/or video) and no software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software (individually and collectively the "materials")) may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way or decompiled, reverse-engineered or disassembled, unless otherwise specified on the Site with respect to particular materials. You may download one copy of the materials on any single computer for your personal, noncommercial use or for internal use in your business only, provided you keep intact and unmodified all copyright and other proprietary notices.

Modification or use of the materials for any other purpose is a violation of VMGMA's or such other sources' copyright, trademark and other proprietary rights. The use of any such materials on any other Web site or networked computer environment is prohibited without VMGMA's express written consent.

## **6. Restrictions On Use Of Personal Information**

No e-mail address found on the Site may be harvested or otherwise used for purposes of solicitation. The appearance of any member's address, e-mail address, fax number, or telephone number on this Site does not constitute permission for you to contact that member for commercial purposes or to send that member facsimile advertisements or commercial electronic mail messages.

For your protection, VMGMA would like to remind you that a U.S. federal law known as the "CAN-SPAM Act" places restrictions on how Internet users may send e-mail messages where the primary purpose of the message is commercial advertisement or promoting a commercial product or service. Please refer to the CAN-SPAM Act for further definition of "commercial messages."

If you plan to send a message to any address you obtain from the VMGMA Member Directory or elsewhere on the VMGMA Site that might be considered primarily to be a commercial

advertisement or to promote a commercial product or service, keep in mind that, a) you are prohibited from using e-mail addresses obtained from this Site for solicitation and b) it is your responsibility to make sure you comply with the CAN-SPAM Act.

## **7. Disclaimer Of Warranties**

THIS SITE, ITS CONTENT. AND ALL PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOUR USE OF OR INABILITY TO USE THIS WEB SITE, ITS CONTENT (INCLUDING, WITHOUT LIMITATION, CONTENT POSTED BY YOU OR ANY THIRD PARTY), AND THE PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, VMGMA, THEIR AFFILIATES, AND ITS AND THEIR LICENSORS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THIS SITE, ITS CONTENTS, AND THE PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THEY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF THESE SITES; (D) THAT THE CONTENT OF THIS SITE, INCLUDING ANY CONTENT POSTED ON THIS SITE BY YOU OR ANY THIRD PARTY, IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE FOR ANY PURPOSE AND (E) THAT THIS SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO THIS ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

## **8. Limitations On Liability.**

If you are dissatisfied with this Site, any content on this Site, any products or services made available through this Site, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue accessing and using this Site, its content, and the products and services made available through this Site.

UNDER NO CIRCUMSTANCES, SHALL VMGMA ENTITIES OR THEIR AFFILIATES OR ITS OR THEIR, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS SITE, ANY CONTENT ON THIS SITE (INCLUDING, WITHOUT LIMITATION, CONTENT POSTED

ON THIS SITE BY YOU OR ANY THIRD PARTY), OR ANY PRODUCT OR SERVICE MADE AVAILABLE THROUGH THIS SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ANY OF THE MGMA ENTITIES OR THEIR AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY, OF VMGMA OR THEIR AFFILIATES AND ITS AND THEIR, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR SERVICE PROVIDERS FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

Without limiting the generality of the foregoing, VMGMA assumes no responsibility and shall not be liable for the accuracy, completeness, timeliness, reliability, relevance or usefulness of any of the materials contained on this Site, including without limitation any postings of third parties to the Discussion Forums (as defined below). VMGMA also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this Site or downloading of any materials from this Site, including without limitation any postings of third parties on this Site.

APPLICABLE LAW MAY NOT ALLOW ALL OF THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO ALL OR PART OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

### **9. E-mail Forums, Discussion Boards and Shared Resources**

This Site may include e-mail forums, discussion boards, and file repositories of member-supplied content called "Shared Resources" (collectively, "Discussion Forums"), some of which may be available only to members and affiliates of VMGMA.

VMGMA does not control or receive any financial benefit from the messages, information, software, files or other materials posted on the Discussion Forums (the "Postings"). VMGMA neither condones nor is responsible for any Postings. VMGMA is an online service provider. If you believe that any Posting uses copyrighted material in a manner that constitutes copyright infringement, please notify our office immediately.

VMGMA does not scan any Postings for viruses or other undesirable components and will not be responsible for any harm, inconvenience or damages to you or others that may result because a Posting contained viruses or other undesirable components. It is your responsibility to take appropriate steps to make certain that your Postings are free of viruses and other undesirable code before proceeding with your upload.

All Postings are made available to the interested community of participants in the Discussion Forums, which includes VMGMA members (including affiliate members and vendors). Postings will not be treated as confidential. Depending on the information you provide, your Postings may potentially be identifiable to professional or business matters involving you or your practice. We request that you do not post information in the Discussion Forums regarding any specific situations or matters that you consider to be confidential.

You may not forward any Postings to any third parties who are not subscribers to the Discussion Forums or members of VMGMA, without the prior written permission of the individual who posted the particular Posting.

VMGMA reserves the right at all times to disclose any Posting and the name of the individual who posted the Posting when we believe disclosure is appropriate to comply with the law (or a court order or subpoena); to prevent or investigate a possible crime or other violation of law; to enforce these Terms and Conditions, or to protect your rights, property or safety or the rights, property or safety of the VMGMA or others.

VMGMA, in its sole discretion, may remove or refuse to post any materials, in whole or in part, for any reason, including, without limitation, materials that are objectionable or in breach of these Terms and Conditions, the VMGMA Antitrust Policy, or the Antitrust Guidelines and FAQs. It is a condition of your use of the Discussion Forums that you do not:

- Restrict or inhibit any other user from using the Discussion Forums;
- Submit any unlawful, harmful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, hateful, racially or ethnically objectionable, or indecent Postings of any kind, including, without limitation, any Postings constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
- Submit any Postings deemed by VMGMA as offensive or personally attacking in nature and which, in general, do not represent the professional collegial atmosphere intended for these Discussion Forums and Shared Resources;
- Submit any Postings that violate or infringe upon the rights of others, including material that constitutes an invasion of privacy or infringement of publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works thereof, without first obtaining permission from the owner or right-holder;

- Submit any Postings that you do not have the right to make available under any law or under any contractual or fiduciary relationship (such as inside information or proprietary and confidential information learned or disclosed as part of an employment relationship or covered by a nondisclosure agreement);
- Submit any false, misleading or fraudulent Postings;
- Submit any Postings that contain software viruses or any other harmful component;
- Submit any Postings relating to actual or potential anticompetitive, collusive, or otherwise unlawful practices, including both price and cost data, or any other competitively sensitive information that may violate federal or state antitrust laws, VMGMA's Antitrust Policy relating to use of the site. Please note that the Discussion Forums provide a permanent record of statements that could prompt legal scrutiny under the antitrust laws even in the absence of express anti-competitive intent;
- Submit any Postings that impersonate any person or entity or in any other way conceal or misrepresent your identity;
- Submit any Postings that misrepresent your affiliation or relationship with a person or entity;
- Use the Discussion Forums to promote advocacy efforts that are not sanctioned by VMGMA or to gather information or data to support advocacy efforts, without first obtaining the prior written authorization of VMGMA;
- Use the Discussion Forums to solicit money, goods or services for charitable purposes or private gain;
- Use the Discussion Forums to post information relating to or conduct any private business or commercial activity without the prior written consent of VMGMA (commercial activities include, but are not limited to, posting or transmitting information or other material that could reasonably be construed by VMGMA as constituting promotional announcements, product-related press releases, marketing, advertising, solicitation of business, sale or attempted sale of products or services);
- Use the Discussion Forums to communicate with potential participants in formal research of any kind, or to conduct market research, surveys, or academic studies without prior approval of VMGMA. However, informal questions posted to the Discussion Forums are encouraged, provided that such questions do not otherwise violate these Terms and Conditions.

All Postings to the Discussion Forums must contain the author's Discussion Forum user name; no anonymous Postings will be permitted. If you do not wish your e-mail address to be displayed publicly, then you should not send any Postings to the Discussion Forums. All Postings to the Shared Resources must contain the submitter's name and organization name.

By submitting a Posting to the Discussion Forums, you warrant and represent that you have the legal right to transmit and post the Posting. By submitting a Posting, you grant VMGMA the nonexclusive right and license to use, copy, reformat, publish, display and perform publicly, distribute and transmit your Posting in connection with VMGMA's maintenance and operation of this Site and the Discussion Forums and as otherwise set forth in these Terms and Conditions. By submitting a Posting you also grant the other users of the Discussion Forums the right to download one copy of your Posting for their own personal use or for internal use in their business, subject to the restrictions set forth in these Terms and Condition.

VMGMA may monitor all Discussion Forums, although it has no obligation to do so, and reserves the right to immediately terminate future access to the Discussion Forums for members who violate these Terms and Conditions.

Participants in the Discussion Forums are required to provide complete and accurate information when they register for the Discussion Forums, including their name and verifiable e-mail address. If there is a substantive change in your registration information, you agree to update your information online. Upon registering for the Discussion Forums, you may not transfer your account to others. You may, however, demonstrate the Discussion Forums to others, who may then register themselves.

By accessing the Discussion Forums, you accept, without limitation or qualification, these Terms and Conditions. You are solely responsible and can be held personally liable for your Postings. VMGMA will not indemnify you, and you hereby agree to indemnify and hold the VMGMA Entities harmless against any losses, liabilities, damages, fines, penalties, costs or expenses (including reasonably attorney's fees and disbursements) arising out of or in connection with your Postings, your use of the Discussion Forums, or your breach of these Terms and Conditions. VMGMA is not responsible for your use of or reliance on any Postings and accept no responsibility for the opinions and information posted by users of the Discussion Forums.

## **10. E-communications and "Undeliverable" E-mail**

As discussed above, the federal "CAN-SPAM Act" places restrictions on how Internet users may send e-mail messages where the primary purpose of the message is commercial advertisement or promoting a commercial product or service. Please refer to the CAN-SPAM Act for further definition of "commercial messages."

If VMGMA is notified that your e-mail address is "undeliverable", e-communications to you from any or all of the MGMA Entities may be stopped. This includes, for members, the VMGMA Discussion Forums.

We have listed possible reasons as to why e-mail messages from VMGMA may not be accepted by your e-mail system and include SPAM-blocking measures or e-mail server issues used by (a) your organization's network, (b) your Internet Service Provider (ISP) or (c) your personal mail preferences. These reasons include:

Your e-mail server was off-line/down; your mailbox was full or your e-mail address invalid;



Your ISP or mailbox filter filed the message into a junk, spam or trash folder;

The network or ISP found a "black-listed" domain name or Internet Protocol (IP) address. This "blocking" may be for a VMGMA domain or the domain of another member on the e-mail forum; or

SPAM and/or virus scanning software found a "suspicious" keyword or a message as possibly harmful.

Here are some suggested steps you can take:

Some systems have a "white list" or "trusted list". Please put VMGMA domains on these lists so that VMGMA e-mail can reach you. Also, adding VMGMA domains to your address book may assist this process on some e-mail systems.

- The domain names that VMGMA uses to send e-mail messages are:
  - [vmgma.org](http://vmgma.org) ([vmgma.memberclicks.com](http://vmgma.memberclicks.com))
- Please be sure that VMGMA has your current e-mail address. Update it at MY PROFILE on the VMGMA Site.

VMGMA would like to continue to include you in our e-mail communications. If you have questions or concerns about the use of these options or how VMGMA is communicating with you, please send an email to [vmgma@comcast.net](mailto:vmgma@comcast.net) or call VMGMA toll-free at 866.899.5800.

## **11. Links To Third-Party Materials**

VMGMA may provide links ("links") to Internet sites maintained by third parties. All links to other sites found on the Site are publicly available on the World Wide Web and are provided solely for the convenience of users. Unless expressly stated otherwise, links on the Site are not sponsored by, affiliated with, or the responsibility of VMGMA, and the owners of such links are not affiliated with VMGMA and do not sponsor or endorse VMGMA's Site. VMGMA has neither tested nor verified the content, accuracy, or opinions expressed on any links on the Site and disclaim any warranty or liability for damages associated therewith, including, without limitation, computer viruses or any other damages to your computer as a result of your using such links to third-party sites.

## **12. General Browser Requirements**

This website makes use of JavaScript, cookies and (limited number of) pop-up windows. To use all functionality on this website your web browser must:

- be configured to accept cookies
- be configured to run JavaScript
- allow pop-up windows

If you have any 'pop-up blocker' tools installed, you will need to either disable them or set them to allow content from [www.vmgma.org](http://www.vmgma.org) in order to use certain functionality.

### **13. Recommended Browsers**

We recommend you use a browser that supports web standards. This website has been tested with the following browsers which support numerous web standards including CSS, XHTML, and the DOM (a means of controlling the behavior of web pages):

- Microsoft Internet Explorer v6 and v7
- Mozilla FireFox

Please note that this is not an exhaustive list of browsers that support Web standards, nor a test of browser compliance, nor a side-by-side comparison of various manufacturers browsers. Older browsers can still access this website, however, as browser technology has improved greatly in the last several years, they are not recommended.

### **14. Indemnification**

You agree to indemnify VMGMA and to hold VMGMA harmless from any and all claims (including reasonable attorneys' fees and costs) resulting from your acts, omissions, or representations in any way related to your access to and use of this Site or your breach of these Terms and Conditions.

### **15. Entire Agreement.**

These Terms and Conditions contain the entire understanding and agreement between you and VMGMA with respect to this Site and supersede all previous communications, negotiations and agreements, whether oral, written or electronic, between you and VMGMA with respect to this Site and your use of this Site. These Terms and Conditions may only be supplemented or amended as expressly set forth in these Terms and Conditions.

### **16. Governing Law; Jurisdiction; Venue**

These Terms and Conditions shall be construed solely in accordance within the internal laws of the State of Virginia, without giving effect to principles of conflicts of laws. Any actions, proceedings or suits concerning or relating to these Terms and Conditions or this Site may only be brought in a court of competent jurisdiction in Henrico County, Virginia, or in the U.S. District Court for the District of Virginia in Richmond, and each party hereby consents to the jurisdiction and venue of such court and waives any objections thereto.

### **17. Severability/Waiver.**

If any provision of these Terms and Conditions is determined to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and

Conditions and shall not affect the validity and enforceability of any remaining provisions. All waivers must be in writing and signed by the party to be bound.

## **18. Reprint/Reproduction Requests**

VMGMA will consider requests for usage of their respective materials.

Please submit requests for reprinting and reproduction of materials directly to:

VMGMA  
Fax: 866.899.5600  
E-mail: [vmgma@comcast.net](mailto:vmgma@comcast.net)  
Mail: Virginia Medical Group Management Association  
P.O. Box 263  
Sandston, VA 23150 USA

## **19. Obtaining VMGMA's Consent**

To request the consent of VMGMA for any of the actions for which such consent is required under these Terms and Conditions, please send an e-mail to:

- [vmgma@comcast.net](mailto:vmgma@comcast.net)

VMGMA reserves the right to refuse any such requests in its sole discretion.

## **20. Accountability**

VMGMA has published this information for your convenience and to ensure that we are striving to maintain these standards for our members and our customers. If you believe that VMGMA is not living up to this stated information, policy and terms, you may contact:

VMGMA at [vmgma@comcast.net](mailto:vmgma@comcast.net) or call toll-free 866.899.5800.

## **21. RSS Feeds**

We encourage the use of RSS feeds for VMGMA content for educational use in a news reader. We require proper format and attribution whenever VMGMA content is posted on your website, which consists of the proper author byline, the first two paragraphs of the content only and a link to the original piece of content on [www.vmgma.org](http://www.vmgma.org). We reserve the right to require that you cease distributing VMGMA content. Questions should be directed to our office at [vmgma@comcast.net](mailto:vmgma@comcast.net).