

## **Colorado Veterinary Medical Association**

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CVMA is sensitive to privacy issues with respect to the use of information that you provide to CVMA. CVMA believes it is important for you to know how CVMA treats the information about you that is received by CVMA. In this section, CVMA explains its policies with respect to the various information CVMA obtains about you.

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You can visit the Site without telling CVMA who you are or revealing any personally identifiable information about yourself. However, CVMA's web servers capture site statistics (such as Internet Protocol addresses, URLs, and web pages) and monitor traffic patterns to determine traffic levels on the Site in order to improve the content being provided on the Site and for other purposes related to CVMA's business. This information is non-personally identifiable and does not reveal your identity. CVMA may, in CVMA's sole discretion, use this information or aggregate this information and use it for any purpose.

CVMA uses cookies as a part of offering personalized service to visitors to the Site through the Site. Cookies are small text files sent to and stored on users' computers that allow web sites to recognize repeat users, facilitate users' access to sites, and allow sites to compile aggregate data that will allow content improvements. CVMA uses cookies so that it may offer visitors to the Site important information about products and services which are customized to specific visitors' interests and needs. Because CVMA's use of cookies is intended to benefit you, CVMA recommends that you leave them turned on as you browse the Site. Most browsers will indicate how to prevent the browser from accepting new cookies, how to have the browser alert you when it receives a new cookie or how to disable them. Browser information can typically be found using your computer system's "help" function.

#### *Collection of Personal Information*

When you become a member of CVMA, or take advantage of CVMA products or services,

such as signing up for an e-mail list, or posting a job listing on CVMA's site, you may be asked to provide personally identifiable information. Providing this information is voluntary, although it may be necessary to receive certain CVMA products or services. You should not submit information of any kind to CVMA if you do not want CVMA to have access to or use of that information in accordance with these Terms and Conditions.

CVMA also obtains information on veterinarians from the Denver Area Veterinary Medical Society. In addition, CVMA obtains information on veterinarians from publicly available sources, such as the Colorado Board of Veterinary Medicine and phone directories.

#### *Use of Personal Information*

When you give CVMA information, you are expressly consenting that CVMA and/or its agents can use the information to deliver and confirm the products or services you requested or contact you again about other products, services, or membership offers.

You are also consenting that your information can be shared among CVMA, the Denver Area Veterinary Medical Society (DAVMS), the Colorado Veterinary Medical Foundation (which we refer to in these Terms and Conditions as the "CVMA Entities"), and that any of the CVMA Entities and/or our agents can use this information to contact you. By providing your e-mail address and/or fax number, you are expressly consenting that the CVMA Entities may send notices, announcements, brochures, reminders, advertising, and other information, via facsimile at the fax number that you provide, and via e-mail at the e-mail address that you provide, until you let us know otherwise.

You also are consenting that your information may be published in CVMA's printed and online directory of veterinarians, (the "Colorado DVM Directory"), which is available to other members.

#### *Opt-Out: Providing Your Preference for Use of Information to CVMA*

You can choose not to receive commercial communications or to have your information shared with third parties other than the CVMA Entities by sending an e-mail to [info@colovma.org](mailto:info@colovma.org) or calling 800.228.5429. CVMA reserves the right for the CVMA Entities to contact you for non-commercial purposes, such as to provide public health alerts or information concerning your membership through any means of communication available to CVMA.

#### *Legal Requests*

CVMA may be obligated to cooperate with various law enforcement or other government inquiries. CVMA reserves the right to share or transfer your information to comply with a legal requirement, disclose any activities or information about you to law enforcement or other government officials as we, in our sole discretion, determine to be necessary or appropriate.

#### *Security*

CVMA uses industry-standard encryption technologies when collecting personal information through forms on the Site. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, or that you consent to being stored on this Site, and you do so at your own risk.

If you provide information to CVMA via e-mail, you should know that email is not encrypted and is not necessarily secure against interception. If your communication includes personal information, and you prefer not to use one of our secure online forms, contact us by postal mail, fax or telephone rather than e-mail.

## **Access to Members' Area of the Site**

### *Username, Password, and Security*

If you have been issued a username and password for the members-only area of the Site ("Members' Area"), your username and password are issued to you and may not be used by anyone else. You are entirely responsible for maintaining the confidentiality of your username and password. Furthermore, you are entirely responsible for any and all activities that occur on the Site using your username and password, whether or not authorized by you.

You must immediately notify CVMA of any known or suspected unauthorized use of your username and password or any other breach of security by contacting CVMA at [info@colovma.org](mailto:info@colovma.org) or 800.228.5429.

### *Restrictions on Use of Colorado DVM Directory and other Members-Only Information*

The Members' Area and the Colorado DVM Directory shall be used for personal networking purposes only. The Terms and Conditions of this Site prohibit using e-mail addresses obtained here for solicitation. The appearance of any person's address, e-mail address, fax number, or telephone number on this Site does not constitute permission for you to contact that person for commercial purposes or to send that person facsimile advertisements or commercial electronic mail messages. The information on this Site is the sole property of CVMA and it may not, in whole or in part, be copied, disseminated, transferred or reproduced in any form whatsoever, including entering it into print or electronic databases, without written permission from CVMA.

### *No Consent for Use of Personal Information*

The appearance of any person's address, e-mail address, fax number, or telephone number in the Members' Area or the Colorado DVM Directory does not constitute permission for you to contact that person for commercial purposes or to send that person facsimile advertisements or commercial electronic mail messages.

### *Your Responsibility for Compliance with CAN-SPAM Act*

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If you plan to send a message to any address you obtain from the CVMA Colorado DVM Directory that might be considered primarily to be a commercial advertisement or to promote a commercial product or service, keep in mind that, as stated above, a) these Terms and Conditions of this Site prohibit 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.

## **General**

These Terms and Conditions will be construed solely in accordance within the laws of the State of Colorado, without giving effect to principles of conflicts of laws. Any actions, proceedings or suits concerning or relating to this Agreement may only be brought in a court of competent jurisdiction in Denver, Colorado, or in the U.S. District Court for the District of Colorado in Denver, and you hereby consent to the jurisdiction and venue of such courts, and waive any objections thereto. In the event any provision of these Terms and Conditions is determined to be invalid, such invalidity will not affect the validity of remaining provisions, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. These Terms and Conditions constitute the complete

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**Contact Information**

For inquiries or questions, please contact CVMA at:

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