

## TERMS OF SERVICE AND RELEASE OF LIABILITY

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### **1. Introduction**

Last Updated 06/21/2023 Our aim is to keep this Agreement as readable as possible, but in some cases for legal reasons, some of the language is required "legalese".

### **2. Your Acceptance of this Agreement**

These terms of service are entered into by and between You and University of Missouri School of Medicine ("Company," "we," "our," or "us"). The following terms and conditions, together with any information they expressly incorporate by reference (collectively "Terms of Service"), govern your access to and use of [Faculty and Physician Careers \(missouri.edu\)](https://www.missouri.edu) (the "Website"), including any content, functionality, and services offered on or through the Website.

Please read the Terms of Service carefully before you start to use the Website.

By using the Website [or by clicking to accept or agree to the Terms of Service when this option is made available to you], you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference.

**BY ACCESSING AND USING THIS WEBSITE, YOU:**

**ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE;  
YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US; AND,  
YOU AGREE IF YOU ACCESS THE WEBSITE FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK.**

### **3. Updates to Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Continuing to use the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

### **4. Your Responsibilities**

You are required to ensure that all persons who access the Website on your behalf or through your credentials are aware of this Agreement and comply with it. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

**YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY.**

## **5. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by The Curators of the University of Missouri, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website for your limited, personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such material in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction or publication.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any of the copyright, trademark, or other proprietary rights notices from copies.

You must not access or use for any commercial purposes any part of the website or any services or materials available through the Website. You may not create any hyperlinks to any content on this website.

## **6. Our Rights**

We have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to or cooperation with law enforcement or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Website; and
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Service.

In consideration of your use of this website, you agree to defend, indemnify and hold harmless The Curators of the University of Missouri, and its Board of Curators, employees, officers, agents, assigns, and all other persons or entities who might be alleged to be responsible on the University's behalf, of and from any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorneys' fees and litigation expenses and costs) relating to or arising from your use of the website, any breach by you of these Terms of Service, your negligent or intentional acts, errors or omissions regarding the subject matter of these Terms of Service or your failure to comply with applicable laws. If you are dissatisfied with this website or the content, your sole and exclusive remedy is to discontinue using the website.

The laws of the State of Missouri will apply to all matters relating to the use of this website and these Terms of Service, and you agree to submit to the exclusive personal jurisdiction and venue of the Circuit Courts of Boone County, Missouri for any disputes pertaining to or arising out use of this website or these Terms of Service.

## **7. *Contact Us***

The website is operated by University of Missouri School of Medicine, One Hospital Drive, Columbia, MO 65212. All questions or concerns can be directed to us via [email](#).