



## TEXAS MEDICAL BOARD TERMS OF USE

### **Your Account**

If you use any TMB websites (“websites”) involving a personal account (MyTMB, licensure renewal, etc...), you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity.

You acknowledge that TMB is not responsible for third party access to your account that results from theft or misappropriation of your account or information. The TMB reserves the right to refuse or cancel service, terminate accounts, or remove or edit content in its sole discretion.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use TMB websites strictly in accordance with these terms of use. As a condition of your use of the websites, you warrant to TMB that you will not use the websites for any purpose that is unlawful or prohibited by these Terms. You may not use the websites in any manner which could damage, disable, overburden, or impair the websites or interfere with any other party's use of the websites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the websites.

All content included as part of the sites, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the sites, is the property of TMB or its suppliers or the State of Texas and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the websites. Your use of the websites does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the TMB and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the TMB or our licensors except as expressly authorized by these Terms.

## **Use of Communication Services**

The websites may contain chat areas and/or other message or communication services designed to enable you to communicate with TMB staff (collectively, "Communication Services"). You agree to use the Communication Services only to send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of 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 data on or operation of another's computer; legal or other proper notices or proprietary designations or labels of the origin or source of any material contained in a file that was uploaded; restrict or inhibit any other user from using the Communications Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

The TMB reserves the right to review materials posted to a Communications Service and to terminate your access to any or all of the Communications Services at any time without notice.

The TMB reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Materials uploaded to Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload any materials.

## **Indemnification**

You agree to indemnify, defend and hold harmless the TMB, its board members, directors, employees, agents and third parties, and the State of Texas, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the websites or services, your violation of any of these Terms or your violation of any applicable laws, rules or regulations.

## **Liability Disclaimer**

The information, software, products, and services included in or available through the websites may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The TMB and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the websites for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "AS IS" without warranty or condition of any kind. The TMB and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software products, services and

related graphics, including all implied warranties or conditions of merchantability, fitness for particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the TMB and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the websites, with the delay or inability to use the websites or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the websites, or otherwise arising out of the use of the websites, whether based on contract, tort, negligence, strict liability or otherwise, even if the TMB or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of the websites, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the websites.

### **Jurisdiction**

To the maximum extent permitted by law, these Terms are governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the websites. Use of the websites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the TMB as a result of these Terms or use of the websites. The TMB's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the TMB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the websites or information provided to or gathered by the TMB with respect to such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitutes the entire agreement between the user and the TMB with respect to the websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the TMB with respect to the websites.

### **Changes to Terms**

The TMB reserves the right, in its sole discretion, to change the Terms under which the websites are offered. The most current version of the Terms will supersede all previous versions. The TMB encourages you to periodically review the Terms to stay informed of our updates.