



# *AIPMO® Terms & Conditions*

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This Terms of Use Agreement (“Agreement”) by and between the International Association Project Management Officers and you (“you”, “your” or “User”) governs your use of the [www.aipmo.org](http://www.aipmo.org) website (“Site”) together with all information, content, products, materials and services made available to you through the same by AIPMO® us and/or third parties (which together with the Site shall be collectively referred to as the “Services”). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement do not access or use the Services in any manner.

The “use” of the Services in this Agreement means actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services.

These terms and conditions, together with AIPMO® Privacy Policy constitute the entire agreement between you and AIPMO®, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Services. AIPMO® reserves the right to modify the terms of this Agreement at any time and will post notice of such changes. The changes become effective immediately upon posting (the “Effective Date”). If any change to the Agreement is not acceptable to you, you must stop using the Services. Your use of the Services after the Effective Date shall constitute your acceptance of such changes. If we make any new products or services available they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement. You must also comply with any additional terms which apply to third-party content, material, information, software or other services.

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By providing AIPMO® with your information you consent to AIPMO® processing it for the purposes outlined in the Privacy Policy. It is a requirement of using this Site that at all times you will provide true and accurate details in contact forms and via other information request points on our Site and also that you do not share any log in details with third parties without AIPMO®'s express consent. You agree to notify AIPMO® immediately if you suspect that a password used by you has been used by a third party.

If you provide or AIPMO® has reasonable grounds to suspect that you have provided any information that is untrue, inaccurate, not current or incomplete, AIPMO® has the right to suspend or terminate your use of its Site and refuse any and all current or future use of the Site (or portion of the Site.)

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In the event you have any disputes with one or more third parties as a result of your use of the Site or the services, or are in any way damaged as a result of any third party in connection therewith, you hereby release and covenant not to sue or otherwise make a claim, demand or file any legal action or institute any legal or regulatory proceedings against AIPMO®, its affiliates, officers, directors, employees, agents, representatives and suppliers from, for any claims, actions, demands or damages (whether direct, indirect,

special, incidental or consequential), of whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed."

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### *Strategic Alliance Partnerships*

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The Association works in conjunction with several other entities ("Alliance Partners Providers") to provide services and products for the Association and Users of this Site. Accordingly, these Alliance Partners Providers may have access to some of an AIPMO® Users' personal information. These Alliance Partners Providers may provide routine services, such as credit card processing, or may provide essential elements of the site and may need access to AIPMO® User information to promote conferences, services, information. Without this relationship AIPMO® could not provide certain related services. Such uses of personal information are primary to the operation of the Site and are not considered "secondary" uses.

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### *Compliance with Bundesgesetz gegen den unlauteren Wettbewerb (UWG) vom 19. Dezember 1986 (Stand am 1. Juli 2016) and CAN-SPAM Act*

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The User agrees to abide by the Bundesgesetz gegen den unlauteren Wettbewerb (UWG) vom 19. Dezember 1986 (Stand am 1. Juli 2016) and CAN-SPAM Act (15 U.S.C. §§7701-13) when utilizing the Site and contacting other users by email. User may not use the Site to bombard individuals or groups with uninvited commercial email, sexually explicit commercial email or engage in other activities in violation of the Bundesgesetz gegen den unlauteren Wettbewerb (UWG) and CAN-SPAM Act, such as, but not limited to: (a) harvesting email addresses from the Site; (b) falsifying or using misleading header information; or (c) using deceptive subject lines. User may not promote User's or others products or services through uninvited commercial emails or any other means without the express written consent of AIPMO®.

AIPMO® will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from Users' failure to adhere to the Bundesgesetz gegen den unlauteren Wettbewerb (UWG) and CAN-SPAM Act or any other applicable laws. The User agrees to indemnify, defend and hold harmless AIPMO®, its affiliates, officers, directors, employees, consultants, and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys' fees) arising from the User's activities in violation of the Bundesgesetz gegen den unlauteren Wettbewerb (UWG) and CAN-SPAM Act or any other applicable laws. The terms of this Agreement will inure to the benefit of AIPMO®'s successors, assignees and licensees. The User covenants to cooperate fully in the defense of any claim. However, AIPMO® reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without the written consent of AIPMO®.

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### *Right to terminate and/or block access*

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AIPMO® reserves the right to terminate, block or restrict your access to or use of the Site for any breach or violation of any term(s) of this Agreement. In such event we may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing AIPMO® with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

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### *Assignability*

This Agreement is personal to you and you may not assign this Agreement or the rights and obligations hereunder to any third party.

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### *Waiver*

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

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### *Severability*

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

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### *Survival of Terms*

Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

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### *Limitation of Actions*

You agree that regardless of any applicable law providing for a statute of limitations to the contrary, any claim or cause of action arising out of or related to the use of the Site or Services, or otherwise relating to this Agreement, must be filed within one (1) year after the claim or cause of action arose, or will be forever barred.

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### *Entire Agreement*

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing or Site posting by AIPMO®. The current Site posted Terms & Conditions shall be the valid document respecting the rights and obligations of AIPMO® and the User.

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### *Governing law/Jurisdiction/Disputes*

This Agreement shall be governed in accordance with the laws of the State of Zürich, Switzerland. Additionally, you also agree that the UN Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement or any interpretation or disputes relating thereto.

All disputes under this Agreement shall be resolved by litigation in the federal or state courts of the State of Zürich, Switzerland including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.