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Additional notices, terms, and conditions may apply to membership, receipt of services, participation in a particular program, conference, training, or seminar, Authorized User registration with the Training Materials, and/or to other specific portions or features of the Training Materials, all of which are made a part of this TOS by this reference. In

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You understand, acknowledge, and agree that the operation of certain programs, services, tools, materials, or information of the Training Materials requires the submission, use, and dissemination of various personal identifying information. Accordingly, if you wish to access and use those programs, services, tools, materials, or information of the Training Materials, you acknowledge and agree that your use of the Training Materials will constitute acceptance of USAN's personal identifying information collection and use practices. Please see USAN's Privacy Policy for USAN's personal identifying information collection and use practices.

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- d. statements or material that violates other contractual or fiduciary rights, duties, or agreements,
- e. statements or material that is bigoted, hateful, or racially offensive,
- f. statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
- g. statements or material that constitutes anti-competitive collaboration and/or antitrust violations,
- h. statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
- i. statements or material that harms minors,
- j. statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of USAN,
- k. statements or material that misrepresents your affiliation with any entity and/or USAN,
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- m. chain letters or pyramid schemes,
- n. statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials,
- o. statements or material that are "off-topic" for a designated Forum,
- p. solicitations, offers, or requests for employment, contracting opportunities, performance of services for monetary gain, or the purchase, sale, or barter of items or materials.
- q. files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Training Materials.

As Forums are public, the Authorized User experience is enhanced if you follow the foregoing and following guidelines. Please use netiquette. Please do not post any content or information of a personal nature, such as video or audio of friends and family. Please be succinct and stay on topic within a particular Forum. Please remember to respect others and their opinions. USAN encourages open and sincere communication,

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In addition to the foregoing indemnification obligation, if you discover or are notified of a breach or potential breach of security with respect to any personally identifiable information provided or made available by USAN, you shall immediately (i) notify USAN of such breach or such potential breach and (ii) if the applicable data was in your possession or control, including, without limitation, in instances where such possession or control was permitted by this TOS at the time of such breach or potential breach, you shall immediately (a) investigate such breach or such potential breach, (b) inform USAN of the results of such investigation, (c) assist USAN using commercially reasonable efforts in maintaining the confidentiality of such information, and (d) assist USAN as reasonably necessary to enforce USAN's rights and to enable USAN to comply with any state or federal law requiring the provision of notice of any security breach with respect to any personally identifiable information of the affected or impacted data subjects.

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This TOS has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Georgia, U.S.A. as applied to agreements entered into and completely performed in the State of Georgia. You and USAN each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the State of Georgia for any disputes between us under or arising out of this TOS. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOS and acknowledge that either party may seek attorney's fees in any proceeding. Any claim you might have against USAN must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this TOS and is hereby disclaimed. USAN makes no representation that the Training Materials are appropriate or available for use in other locations outside the State of Georgia, and access to the Training Materials from sates, territories, or nations where any aspect of the Training Materials are illegal is prohibited. You access the Training Materials on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Training Materials. A printed version of this TOS and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact USAN if you wish to receive a printed copy of this TOS.

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