

## TERMS OF USE

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### 1. Overview

The ASOPRS Foundation provides educational materials related to clinical practice in the fields of aesthetic, plastic and reconstructive surgery specializing in the face, orbits, eyelids, cosmetics, and lacrimal system. By visiting the ASOPRS Foundation website currently located at [Asoprsfoundationvideos.org](http://Asoprsfoundationvideos.org) and/or interacting with any services provided by the ASOPRS Foundation website or services you agree to be bound by these Terms, and you acknowledge that you have read, understood, and agree to these Terms, including any additional guidelines and future modifications (collectively, the "Terms"). It is effective between you and us as of the date of you accepting this agreement. Some of this information and services are available to users without registering or payment and some information and services require registration and/or payment. However, these Terms apply to all users of the ASOPRS Foundation Site and materials.

These Terms were last updated on 5/1/2026. These Terms cover visiting our Site and any actions you take or communications you make to us through our Site or through email (the "Services"). By continuing to use the Services you agree to the Terms and any updates to the Terms. If you do not agree to the Terms or any updates to the Terms, you may not use the Services and may not interact with the Site.

The content provided by ASOPRS Foundation is for informational purposes only and you should not construe any such information or other material as medical or other advice, or that any such information will protect you regarding any duties you may have to any third party.

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We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to provide content and to operate the Services now and in the future. We also need the right to use your User Content in order to aggregate certain raw data contained or derived from that content, in a manner consistent with our Privacy Policy, to provide our users additional services and information.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant ASOPRS Foundation and its affiliates and subsidiaries a non-exclusive, royalty-free, sub-licensable, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content on the Services, in the manner in and for the purposes for which the Services from time to time uses such User Content; and (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other users on the Services, you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such users for their use in connection with their use of the Services.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. We reserve the right to sell or otherwise transfer aggregate data generated from the Services to third parties. We have the right to “modify, adapt, translate, and create derivative works from such User Content because the normal operation of the Services does this to your User Content when it processes it for use on the Services and any such modified, adapted, or translated derivative work is the property of ASOPRS Foundation’s property.

If you use the ASOPRS Foundation Services to post any Content on behalf of a company, nonprofit, or other organization you are involved with, you warrant that you are authorized to post such Content and represent yourself on behalf of such organization.

#### **5. Prohibited Activities; Enforcement of Policies**

By agreeing to these Terms, you agree not to (or authorize or encourage any third party to) use the Services to (a) upload, store, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by ASOPRS Foundation; (b) upload, store, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) use the Services for any fraudulent or inappropriate purpose, (d) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access accounts of others without permission, forge another persons' digital signature or identity, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity; or (e) use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.

ASOPRS Foundation reserves the right to scan all User Content to ensure compliance with these Terms. In the event ASOPRS Foundation determines, in its sole discretion, that your use of the Services is in violation of these Terms, ASOPRS Foundation shall have the right without recourse by the user to immediately terminate your account.

#### **6. Linking to the Services.**

You may provide links to the Services, provided that (a) you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Services, (b) your service does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Services immediately upon request by us.

## **7. Registration.**

To use certain portions of the Services requires you to register. When registering you agree to provide us with accurate, complete registration information. You must be at least 18 years old to use the Services. Your registration must be done using your real name and accurate information. You are responsible for preventing any unauthorized use, and you agree to accept all risks of unauthorized access to your registration data. ASOPRS Foundation shall not be liable for any consequences that may result from incorrect, incomplete, false, stolen, or lost information. ASOPRS Foundation may also allow registration and use of the Site and Services through third-party means such as Google at its discretion. ASOPRS Foundation makes no guarantee related to such login methods and offers them only for convenience.

You agree to keep all user IDs and access codes/passwords confidential. Sharing of account information and passwords is strictly forbidden. If you believe that your user ID or password has been compromised, you agree to contact ASOPRS Foundation immediately via e-mail or telephone.

## **8. Inactive Accounts; Cancellation; Termination.**

You and/or ASOPRS Foundation may terminate your use of the Services at any time. Specifically, we reserve the right to terminate your user account and your use of the Services without prior notice if we believe in our discretion that you have violated or acted inconsistently with these Terms. When your account is terminated, we may retain an archival copy of your User Content after termination for up to sixty (60) days; however, we do not make any guarantee that we will do so.

## **9. Advertisers.**

The Services may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Services is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

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We do not represent or warrant that the Services will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Services will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Services at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Services. We are not obligated to create or provide support, corrections, upgrades, bug fixes and/or enhancements to the Services.

## **11. Unlawful Activity.**

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, and disclosing

any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

## **12. Legal Compliance.**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services and the content and materials provided therein.

## **13. Electronic Communications.**

When you visit the Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **14. Service Interruptions**

ASOPRS Foundation is not responsible for interruptions of the Services beyond its control. This includes interruptions by its third-party suppliers and natural disasters.

## **15. Third Party Services**

ASOPRS Foundation may use third-party vendors to deliver some of its Services. By using the Services, you agree to ASOPRS Foundation using such third-party vendors and sharing your User Content and information with these vendors. ASOPRS Foundation is not liable for any damages or liabilities caused by the use of any third-party vendor.

## **16. Data Confidentiality and Security**

ASOPRS Foundation has taken commercially reasonable measures to ensure the safety of User Content when it is being stored and transmitted.

## **17. Privacy**

Your privacy is important to ASOPRS Foundation. The ASOPRS Foundation Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to ASOPRS Foundation's collection, use, and disclosure of your personal information.

## **18. Modification of These Terms**

When using the Services, any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time. All such guidelines and rules are hereby incorporated by reference into these Terms. ASOPRS Foundation may, at its sole discretion, modify or revise these Terms and policies at any time; by using the Services you agree to be bound by such modifications or revisions. If you do not accept and abide by these Terms, you may not use the Services.

When the Terms have been modified, we will, at our discretion, send you a notification or post an announcement on our website which will be displayed for a period of seven (7) days from the date the Terms were modified.

#### **19. Indemnifications and Hold Harmless**

You agree to defend, indemnify and hold harmless ASOPRS Foundation, its affiliated companies, officers, directors, employees and agents from and against all claims, demands, suits, costs, damages, and expenses, including but not limited to attorneys' fees and reasonable settlements that ASOPRS Foundation may sustain or incur by reason of (a) your use of the Services, (b) breach, alleged breach or violation of the foregoing warranties, representations and covenants, (c) any violation of any third party right arising from Content submitted by you, (d) any claim that any User Content submitted by you caused damage to a third party, or (e) any other violation of these Terms. Your obligation to defend, indemnify and hold harmless ASOPRS Foundation shall survive the termination of any license between you and ASOPRS Foundation, including these Terms.

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### **23. Miscellaneous Terms**

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflicts of laws principles. You consent to the exclusive jurisdiction and venue in the state and federal courts in Seminole County, Florida. ASOPRS Foundation may transfer and assign these Terms and ownership of the Services without restriction. You may not transfer or assign any of these Terms or any Services. You affirm and warrant that you are legally competent to enter into these Terms, and the conditions, obligations, affirmations, representations, covenants and warranties set forth herein. If any provision of these Terms is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remaining provisions of these Terms shall not be affected. No waiver of any term of these Terms shall be deemed to constitute a continuing waiver of such term. By accepting these Terms, you agree to allow ASOPRS Foundation to send you periodic emails including but not limited to system maintenance announcements, newsletter, and other marketing materials. You may unsubscribe from these communications at any time.

#### **System Requirements:**

The Services require that cookies and JavaScript are enabled to work properly.

**The Service is offered by the American Society of Ophthalmic Plastic & Reconstructive Surgery Foundation, doing business as ASOPRS Foundation, located in Longwood, Florida.:**

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