

**AMERICAN BOARD OF GENERAL PRACTICE (ABGP)  
INFORMATION LICENSING AND TERMS OF USE AGREEMENT**

This agreement is a binding legal contract between You and the American Board of General Practice (ABGP) to which You have agreed by clicking on the “Accept” button.

**You are not permitted to use the ABGP Search Physician’s Status until You have carefully read this entire agreement.**

This agreement sets forth the terms and conditions to which You are subject when You access the ABGP Search Physician’s Status. These terms and conditions will change from time to time. Each time You access the ABGP Search Physician’s Status You are agreeing to the terms and conditions in effect at the time of such access.

**I. Definitions**

The following terms will have the meanings as set forth below:

“ABGP” is the American Board of General Practice.

“ABGP Search Physician’s Status” is the service provided at the ABGP website [www.abgp.org](http://www.abgp.org) where a person may obtain information about the status of a physician designee of the American Board of General Practice. Such status includes information as to whether or not a physician designee has been designated board certified or board eligible by the American Board of General Practice.

“You” is the person who accepted this agreement by clicking on the “Accept” button, any sole proprietorship, partnership, corporation, association, limited liability company, entity or organization for which, and/or on behalf of which, such person is acting in his/her use of the ABGP Search Physician’s Status, including, but not limited to, any employer of such person.

“Your” is the possessive of You.

“ABGP Information” is all information provided to You when You utilize the ABGP Search Physician’s Status pertaining to a physician who is or has been designated either board certified or board eligible by the American Board of General Practice.

“ABGP Data Compilation” is the copyrighted compilation owned by ABGP which contains the ABGP Information and which compilation is proprietary to the ABGP.

“Record” is any record of some or all of ABGP Information in print, electronic format or any medium of any kind or nature whatsoever.

“Intellectual Property Rights” is any proprietary rights available under the laws of the United States of America, of any state, district or territory of the United States of America, or of any foreign country, including, but not limited to, any and all trademark rights, patent rights, copyrights, trade secret rights, trade dress rights, unfair competition rights, and/or contractual rights pertaining to the protection of proprietary data compilations.

**II. Amendments**

When the ABGP amends or changes any of the terms or conditions hereof, it will post the amended or changed agreement on the ABGP website. Your continued use of the ABGP Search Physician’s Status will constitute Your agreement to any amended and/or changed agreement posted on the ABGP website at the time of such use.

**III. ABGP Search Physician’s Status**

ABGP Search Physician’s Status is a free online method to obtain information about whether or not a physician designee has been designated either board certified or board eligible by the American Board of General Practice.

The information provided in the ABGP Search Physician's Status is compiled and published by the American Board of General Practice. All of the information provided in the ABGP Search Physician's Status is provided as a public service reference and for no other purpose.

#### **IV. License**

For and in consideration of ABGP giving You access to the ABGP Information in the ABGP Search Physician's Status as part of its fulfillment of its public service mission and which access is given in the public interest, You are hereby given a limited, non-exclusive license to access ABGP Information solely for the following purposes: (a) for Your personal use to obtain information about a physician or physicians from whom You intend to obtain medical services; (b) if You are a person involved in credentialing, to expedite immediate access to information about a physician You are evaluating, provided that You have been authorized by such physician to obtain such information; or (c) if You are a physician, for You or Your staff to see the information about You or a colleague to whom You intend to refer a patient, or for any other purpose of a professional nature. These uses are the only permitted uses of the ABGP Search Physician's Status. Except for the above-stated purposes, the ABGP Information may not be used for any other purpose or use, including, but not limited to, any business or commercial use, or any use in any publication or directory. Regardless of the circumstances, You may not use any ABGP Information for any long-term or permanent credentialing. You may not license, sublicense, sell, resell, swap, redistribute or make available in any way, shape or form any Record or ABGP Information to, for, or on behalf of, any third party. You also understand and agree that You may be banned from access to ABGP Information if the ABGP determines that You or any person, corporation, partnership, business, organization, association or entity, with whom/which You are employed or affiliated, violates any of the terms of this agreement or of any changes or amendments to this agreement or any of the prohibitions or limitations on the use of ABGP Information, the ABGP Data Compilation, or Records which are set forth herein this agreement or any changes or amendments to this agreement.

None of the ABGP Search Physician's Status, the ABGP Information, the ABGP Data Compilation or any related data listing or element may be downloaded, duplicated, resold or republished, in whole or in part, for any purpose other than those purposes specifically permitted herein this agreement. The ABGP will enforce any and all Intellectual Property Rights and any and all rights hereunder this agreement and the ABGP will use all legal means available to do so.

#### **V. Intellectual Property Rights**

You understand and agree that ABGP owns all Intellectual Property Rights to any Record, the ABGP Information contained in such Record, the ABGP Information and the ABGP Data Compilation. ABGP's claims to all such Intellectual Property Rights will not be contested by You at any time. You agree not be involved in any way that helps any other party contest ABGP's claims to all such Intellectual Property Rights. You also agree not to act in any way, either directly or indirectly by assisting others, that would impair in any way the ABGP's Intellectual Property Rights. You further agree not to commit any omission, either directly or indirectly by assisting others, that would impair in any way the ABGP's Intellectual Property Rights.

#### **VI. Display of Records**

If You display or present any ABGP Information in any record, document, report, written presentation, or any other medium, then You will make sure that the ABGP is identified as the source of such ABGP Information, and You will include a statement that such ABGP Information is copyrighted by the ABGP and is a proprietary asset of the ABGP.

#### **VII. Limitation of Liability**

The ABGP will not be liable to You or any other person or entity for any action taken or any decision made by You or any other person or entity in reliance on any information You or any other person or entity obtains from the ABGP Search Physician's Status, ABGP Information, ABGP Data Compilation or any other part of this website. The ABGP will not be liable for any damages of any type arising in any way from Your use of the ABGP Search Physician's Status, ABGP Information or ABGP Data Compilation, including, but not limited to, indirect, special, consequential or incidental damages, regardless as to whether or not such damages are in tort, contract, strict

liability or otherwise, and regardless as to whether or not the ABGP has received notice of the possibility of any such damages.

### **VIII. Disclaimer**

No warranty, either express or implied, is made by the ABGP in regard to the ABGP Search Physician's Status, ABGP Information, the ABGP Data Compilation or any of the content therein. Furthermore, any warranty is expressly disclaimed, including, but not limited to, any warranty of merchantability or fitness of the ABGP Search Physician's Status, ABGP Information or the ABGP Data Compilation as for a particular purpose or as to their accuracy or adequacy. You understand and agree that the ABGP Search Physician's Status, the ABGP Information and the ABGP Data Compilation are made available to You solely on an "as is" basis.

It is Your responsibility to determine if the information You obtain about a physician through Your use of the ABGP Search Physician's Status, ABGP Information and/or the ABGP Data Compilation is the information about the physician for whom You are searching. For example, You may inadvertently obtain information about a physician, who has a name similar to the name of the physician for whom You are searching, but who is not such physician. In such case, the information You obtain would not be applicable to the physician for whom You are searching.

The ABGP makes an effort to update the records of physician designees in the ABGP Search Physician's Status at least once every six months. Due to the possibility of clerical errors and the fact that changes in any physician's status with the American Board of General Practice may have changed since the last update, the completeness and accuracy of any physician's status cannot be guaranteed.

If You need an accurate and up-to-date verification of a physician designee's status, then You will need to obtain a hard-copy verification in paper format of such status. Only hard-copy verifications are guaranteed as being complete and accurate. To obtain a hard-copy verification of a physician designee's status, You must click on the "HARD-COPY VERIFICATION" selection located in this website and follow the instructions. There is a procedure You must follow and fee You must pay for hard-copy verifications.

### **IX. Injunction**

You understand and agree that irreparable injury to the ABGP, for which money damages would not be a satisfactory remedy, will result, should You fail to comply with all the terms and conditions of this agreement, or should there be the occurrence of a violation of any of the restrictions imposed by this agreement which restrict Your use of the ABGP Search Physician's Status, ABGP Information and/or ABGP Data Compilation. You agree that, in such event, the ABGP will be entitled to obtain an injunction which may be either temporary, preliminary or permanent, enjoining You or any person, organization or entity acting for, or on the behalf of, You from further failure to comply with all the terms and conditions of this agreement and from further violations of any of the restrictions imposed by this agreement which restrict Your use of the ABGP Search Physician's Status, ABGP Information and/or ABGP Data Compilation. You agree to waive any requirement that a bond be posted by the ABGP in the event the ABGP seeks an injunction against You or any such person, organization or entity acting for, or on the behalf of, You. All of the expenses incurred by the ABGP in obtaining any such injunction, including the reasonable attorneys fees of the ABGP, will be paid by You.

### **X. Release and Indemnification**

You agree to release, hold harmless, defend and indemnify the ABGP, the American Academy of General Physicians, the American College of General Medicine and any related persons, directors, officers, agents, employees, organizations or entities from and/or against any and all liability of any type, judgments, damages, penalties, settlements, costs and expenses, including attorneys' fees, paid or incurred, pertaining to any claim by You or any third party for relief at law or equity, which claim may arise out of Your use of the ABGP Search Physician's Status, ABGP Information and/or ABGP Data Compilation.

### **XI. Other Terms and Conditions**

Sections I and V through XI will survive the termination of this agreement.

This agreement is not to be construed so as to constitute or appoint any party as the representative or agent of the other party. This agreement is not to be construed so as to grant to any party any authority or right to create or assume any responsibility or obligation, either implied or express, for, in the name of, or on behalf of, the other party.

If a provision of this agreement is determined to be either unenforceable or invalid, then all remaining provisions of this agreement will continue to be in full force and effect and such unenforceable or invalid provision will be enforced to the greatest extent that is permitted.

This agreement sets forth the entire agreement between the ABGP and You. In the event any provision of this agreement is waived, either by conduct or otherwise, such waiver will not be considered or deemed to be a waiver of such provision at any other time or a waiver of any other provision at any time.

This agreement will be governed under the laws of the State of Georgia. Any action initiated to enforce or interpret this agreement will be filed in the Georgia state courts located in Cherokee County, Georgia or the United States federal courts located in Fulton County, Georgia. You agree to waive any objection to jurisdiction, personal or otherwise, or to venue of any of these courts. You agree that, in addition to any and all relief granted to ABGP by a court, the ABGP is entitled to receive its attorney's fees and costs incurred in any action initiated to enforce or interpret this agreement.

**Most Recent Update: June 2, 2005**