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## **Policy 9.2 Terms of Service**

Thank you for visiting the Platform of the Board of Certification for Emergency Nursing (“BCEN,” “Association,” “we,” “us” or “our”). “You” and “Your” means you as the user of our Website. These Terms of Use govern your use of the Website located at [www.bcen.org](http://www.bcen.org) and any other Website(s), application, including mobile apps, or products or services we offer, or when you communicate with us, where these Terms of Use are posted or linked to, and which are owned or operated by BCEN (the “Platform”). The term “Platform” also includes all subdomains of the Platform and any content, code, data, services, features or functionality made available from or through the Platform.

BY USING THE PLATFORM OR ANY INDIVIDUAL PART OF THE PLATFORM, YOU ACCEPT AND AGREE TO THESE TERMS OF USE AS APPLIED TO YOUR USE OF THE PLATFORM, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. If you do not agree to these Terms of Use, you may not access, register with, or otherwise use the Platform

We may change the Terms of Use from time to time, at any time without notice to you, by posting such changes on the Platform. Changes in the Terms of Use will be effective when posted and your continued use of the Platform and/or the services made available on or through the Platform after any changes to the Terms of Use are posted will be considered acceptance of those changes. We will indicate that changes to the Terms have been made by updating the date indicated after “Last Updated” at the beginning or end of these Terms. If you do not agree to abide by the initial version and any modified version of the Terms, then you are not authorized to use the Platform.

These Terms of Use include any product or service specific terms posted as you interact with the Platform. BCEN respects your privacy and is committed to handling information about you in a safe and responsible manner. To see the types of information we collect from you, how we collect it, and how we use it, please visit our

Cookies Policy and our Privacy Policy. Collectively all of the above documents are defined as the “Terms”.

**IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US. SPECIFICALLY, PLEASE REFER TO THE ARBITRATION PROVISION SET FORTH BELOW, REQUIRING YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE RELATED TO YOUR USE OF THE PLATFORM ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.**

### **1. Use of the Platform**

The access to and use of the Platform implies Your full acceptance and undertaking to abide entirely by You the Terms.

You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Platform for commercial purposes.

Access to our Platform is permitted on a temporary basis. We update our Platform regularly and so may change the content at any time without notice to You. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Platform. You are also responsible for ensuring that all persons accessing our Platform through Your internet connection are aware of these Terms.

Please note that use of our Platform is subject to Your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that Your computer and/or portable device is compatible with our products and services, and we shall not be liable for any failure arising in the Platform which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

In the event of breach of these Terms we reserve the right to limit, suspend or terminate Your access to the Platform, taking any technical measures necessary for that purpose.

## **2. Relationship and Reliance on Information Posted**

The materials on this Platform are for informational and educational purposes only. Your use of this Platform does not create a contractual or legal relationship between Association and you. The information and materials posted on our Platform are not intended as advice and should not be relied upon as such.

## **3. Copyright Ownership**

BCEN's Platform is protected by the copyright laws of the United States and other jurisdictions. No content from the Platform may be copied, uploaded, posted, transmitted, distributed or reproduced in any way, except those users, subject to any express restrictions relating to specific content, may display, download or print portions of the content solely for your own non-commercial use. You agree not to alter any proprietary notices from content downloaded from the Platform. Inclusion of any part of the Platform in another work, whether in printed, electronic or other form, and inclusion of any part of the Platform in another Platform by linking, framing or otherwise, are prohibited.

## **4. Trademark Rights**

The trademarks, service marks, and logos of BCEN belong exclusively to Association. The BCEN Marks are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. All other trademarks, service marks, and logos are the property of their respective owners. The use or misuse of these trademarks is expressly prohibited, and nothing stated or implied on the Platform confers on you any license or right under the BCEN's Marks or the trademarks of any third party.

## **5. Use Restrictions**

You agree not to use the Platform for fraudulent purposes, and not to perform any conduct that may damage the image, interests, and rights of BCEN or third parties. You agree not to use the Platform for any purpose that is unlawful or that is designed or intended to damage, disable, overburden, interrupt, destroy or limit the functionality, use or operation of the Platform(s). You further agree not to use the Platform in any manner that:

- copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Platform(s) or any portion thereof;
- is intended to obtain unauthorized access to the Platform, any portion thereof, or any server(s) or devices on which the Platform or any related data or information is stored;

- infringes any copyright, trademark, trade secret, patent, or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- causes us to lose (in whole or part) the services of our internet service providers or other suppliers;
- links to materials or other content, directly or indirectly, to which you do not have a right to link;
- is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive BCEN in its sole discretion; or
- violates, or encourages anyone to violate the Terms or any ancillary terms and conditions listed on the Platform.

## **6. Accuracy of Information and Registration Information**

You agree, as applicable, to provide Association with accurate information and not to impersonate or otherwise misrepresent your association or Association affiliation with any person, organization, or entity.

In the course of your use of the Platform, you may be asked to register or otherwise provide certain personalized information to us and/or to create a username and password (such information referred to hereinafter as "Registration Information"). Association's information collection and use policies with respect to the privacy of such Registration Information are set forth in the BCEN'S Privacy Policy which is incorporated herein by reference for all purposes.

You acknowledge and agree that you are solely responsible for your Registration Information. You represent and warrant that (a) all required Registration Information you submit is truthful, accurate, complete, and correct; and (b) you will maintain the accuracy and completeness of such information. You will be responsible for maintaining the confidentiality of your password and username and for restricting access to your computer and information so others may not access our Platform using your Registration Information. We will not be responsible for misuse of your Registration Information by any third party, whether authorized by you or not. You are responsible for all activities that occur under your Registration Information. You agree to immediately notify BCEN of any unauthorized use, or suspected unauthorized use, of your Registration Information or any other breach of security. BCEN cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

## **7. Third Party Website**

You may be able to link from the Platform to third party websites and third-party websites may link to the Platform (“Linked Sites”). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such Linked Sites or the information, content, products, services, advertising, code or other materials presented on or through such Linked Sites. The inclusion of any link to such Linked Sites on our Platform does not imply Association’s endorsement, sponsorship, or recommendation of that site. Association disclaims any liability for links (1) from another website to the Platform and (2) to another website from the Platform. Association cannot guarantee the standards of any website to which links are provided on the Platform nor shall Association be held responsible for the contents of such sites, or any subsequent links. Association does not represent or warrant that the contents of any third-party websites are accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. Also, Association is not responsible for any form of transmission received from any Linked Sites. Any reliance on the contents of a third-party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

## **8. Disclaimer of Warranties**

ASSOCIATION DOES NOT ENDORSE, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE PLATFORM OR ON ANY THIRD-PARTY WEBSITES THAT MAY BE ACCESSED BY A LINK FROM THE PLATFORM. UNDER NO CIRCUMSTANCES WILL ASSOCIATION BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE PLATFORM OR ON ANY THIRD-PARTY WEBSITE THAT MAY BE ACCESSED BY A LINK FROM THE PLATFORM.

YOU UNDERSTAND AND AGREE THAT THE PLATFORM IS PROVIDED TO YOU ON AN AS IS AND AS AVAILABLE BASIS. BCEN DISCLAIMS IMPLIED WARRANTIES THAT THE PLATFORM AND ALL SOFTWARE, CONTENT AND SERVICES, AND INFORMATION DISTRIBUTED THROUGH THE PLATFORM ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION GIVEN BY BCEN OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

## **9. Limitation of Liability**

NEITHER BCEN NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROVISIONS IN THIS SECTION ARE APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF BCEN, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF, USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. USER AGREES THAT BCEN IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE PLATFORM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ASSOCIATION IS TO DISCONTINUE YOUR USE OF THE PLATFORM OR ANY SERVICES OFFERED BY ASSOCIATION. IN NO EVENT WILL ASSOCIATION TOTAL CUMULATIVE LIABILITY EXCEED US\$ 100.

## **10. Termination**

We reserve the right to restrict, modify, suspend, or terminate your access to the Platform or any services that Association provides on the Platform if You breach the Terms in any way or engages in conduct that Association deems inappropriate., with or without cause or prior notice, at any time, and without any liability to you.

## **11. Dispute Resolution**

By using the Platform, you and Association agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Platform, or the breach, enforcement, interpretation, or validity of these Terms or any part thereof (“Dispute”), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to BCEN at 1900 Spring Rd., Suite 501, Oak Brook, IL 60523

Both you and Association agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE

DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect in the State of Illinois before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

## **12. Choice of Law and Forum**

You agree that the laws of Illinois govern the Terms and any claim or dispute that you may have against us, without regard to Illinois conflict of laws rules. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the foregoing with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the U.S. Federal Arbitration Act (9 U.S.C., Secs. 1-16).

You further agree that any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the Cook County, Illinois and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN,

STATE OR FEDERAL COURTS IN THE STATE OF ILLINOIS FOR ANY DISPUTES OR CLAIMS BROUGHT UNDER THIS PROVISION; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF ILLINOIS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Last Updated: December 2023