



AMERICAN BOARD  
OF RADIOLOGY

### Initial Certification Agreement

The purpose of this Initial Certification Agreement (“IC” Agreement) is to grant you, as an American Board of Radiology Candidate (“Candidate”), access to ABR proprietary information enabling you to complete your Initial Certification (IC) requirements. Please read this Initial Certification (IC) Agreement and then click on the **I AGREE** button below to indicate you accept this agreement.

#### **I UNDERSTAND AND AGREE THAT:**

##### **Standard Agreements:**

- By applying to the American Board of Radiology (“ABR” or “the Board”) Initial Certification (IC) program, I am subject to the policies and procedures of the Initial Certification (IC) program ([the “Initial Certification \[IC\] Policies”](#)) and agree to hold myself to the highest ethical standards in the practice of my specialty.
- All Content is protected by copyright and owned, controlled, or licensed by the ABR, a District of Columbia nonprofit corporation with offices at 5441 E. Williams Circle, Tucson, AZ 85711-7412, or the party credited as the provider of the Content. I shall abide by all copyright notices, information, or restrictions contained in any Content accessed through the ABR website (the “Site”). I further understand that the copyright in any software that is made available for download from or for use through the Site is Content that belongs to the ABR or ABR’s suppliers. My use of the software is governed by the terms of any license agreement that may accompany or be included with it. I will not install or use any software unless I agree to such license agreement.
- Unless the ABR has agreed in writing to the contrary when I use the Site and/or the Content, I shall only view it on a secure device. For the avoidance of doubt, I agree not to distribute, download, photograph, reproduce, modify, store, transfer, or in any other way use any portion of the Content (including as part of any database, library, news, information, archive, website, or similar service) other than as permitted in this Initial Certification (IC) Agreement.
- Unless the ABR has agreed in writing to the contrary, I will not use the Site and/or any of the Content:
  - In conjunction with any robot, spider, or other automatic device, or manual process that enables me to monitor or copy the Site or the Content.
  - On any other website or networked computer environment.
  - To create a database (electronic or otherwise).
  - To promote or encourage the sale of my goods/services or those of any third party.
  - To solicit other users of the Site to join or become members of any online or offline service or other organization.

- In any way that involves removing copyright or trademark notice(s).
- To disseminate any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- To disseminate any material that does or may infringe the rights (including intellectual property rights) of any third party; that is unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, in breach of confidence, in breach of privacy; that may restrict or inhibit the use of the Site and/or any of the Content by any person; or that constitutes or encourages conduct that may be considered a criminal offense or give rise to civil liability.
- To disseminate any material that does or may bring the ABR or any of its brands into disrepute or in any way damage their reputation.
- To disseminate any material that may interrupt, damage, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data.
- To post link(s) that take users to material that contravenes any of the above restrictions.
- Any communication made to the Board by any training program, hospital, medical staff, medical or professional organization, person, or the Board of Governors regarding my certification and/or enrollment in the Initial Certification (IC) program may be made in confidence and will not be made available to me under any circumstances. I HEREBY RELEASE FROM LIABILITY THE BOARD AND ANY TRAINING PROGRAM, HOSPITAL, MEDICAL STAFF, MEDICAL OR PROFESSIONAL ORGANIZATION, PERSON, AND THE BOARD OF GOVERNORS FROM LIABILITY FOR CUMMUNICATIONS MADE IN GOOD FAITH AND WITHOUT MALICE IN CONNECTION WITH THE BOARD’S REQUEST FOR INFORMATION ABOUT ME.
- Should the Board receive information that would adversely affect my candidacy and/or enrollment in the Initial Certification (IC) program, I will be so advised and given an opportunity to rebut such allegations. However, I will not be advised as to the identity of any individual or entity who has furnished adverse information concerning me. I understand that all statements and other information furnished to the Board in connection with such inquiry shall be confidential and not subject to examination by me or anyone acting on my behalf. I also agree that I will not use any litigation process, subpoena, or other mean to attempt to identify the disclosing party of adverse information received by the ABR regarding my character or certification.
- I agree to pay the applicable Initial Certification (IC) application and exam fees per ABR policy. All fees must be paid in full in U.S. dollars. In the event I terminate my participation in the Initial Certification (IC) program, the ABR will not refund my application fee and will only refund fees for exams when required by policies set forth by the Board of Governors.
- THE CONTENT AND THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE ABR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NONDISRUPTION, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A

PARTICULAR RESULT OR FUNCTIONALITY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE ON THE PART OF THE ABR, RELATING TO THE SITE AND THE CONTENT. THE ABR DOES NOT WARRANT THAT THE FUNCTIONS OF THE SITE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ACCESS TO THE SITE MAY BE SUSPENDED TEMPORARILY AND WITHOUT NOTICE IN THE CASE OF SYSTEM FAILURE, MAINTENANCE, OR REPAIR, OR FOR ANY OTHER CAUSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO ME.

- UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE BOARD BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM INCORRECT INFORMATION PROVIDED BY THE BOARD TO THE MEDICAL COMMUNITY OR TO THE PUBLIC REGARDING THE STATUS OF MY CANDIDACY OR CERTIFICATION, EVEN IF THE BOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I FURTHER AGREE THAT I WILL PROMPTLY NOTIFY THE BOARD OF ANY ERRORS OR OMISSIONS IN MY INFORMATION.
- THE ABR'S MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THIS INITIAL CERTIFICATION (IC) AGREEMENT OR IN RELATION TO THE SITE OR CONTENT, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, OR NEGLIGENCE, WILL BE LIMITED TO THE AMOUNT OF MY MOST RECENT ABR INITIAL CERTIFICATION (IC) FEE.
- It is my responsibility to stay informed regarding all aspects of the Initial Certification (IC) program and understand that the Board does not have responsibility to provide individual candidates with notice of changes to the Initial Certification (IC) Policies.
- It is my responsibility to notify the ABR of any changes in my mailing address, phone number, email address, and other information. All changes made by me via the Site shall be accepted as legally binding, and will become the property of the ABR.
- My right to use this Site is not transferable. Any password or right given to me to access Content is not transferable.
- Unless otherwise specified, the Content on the Site is presented solely for the purpose of promoting publications and other products available in the United States and in its territories, possessions, and protectorates. The ABR makes no representation that Content on the Site is appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for establishing the usability or correctness of any information or Content under any or all jurisdictions and the compliance of that information or Content with local laws, if and to the extent local laws are applicable.
- This Initial Certification (IC) Agreement is effective until terminated by either party. I may terminate this Initial Certification (IC) Agreement at any time by destroying all Content obtained from the Site and all related documentation and all copies and installations thereof, whether made under this Initial Certification (IC) Agreement or otherwise, and thereafter refraining from making any use of the Site or the Content. The privileges granted to me by this Initial Certification (IC) Agreement, including my candidacy for initial primary (general) or subspecialty

certification, will terminate immediately without notice from the ABR if, in the ABR's sole discretion, I fail to comply with any provisions of this Initial Certification (IC) Agreement or the Initial Certification (IC) Policies. Upon termination, I must destroy all Content obtained from the Site and all copies thereof and therefore refrain from making any use of the Site or the Content. The Board may take such further action as the Board determines, in its sole discretion, to be appropriate under the circumstances to eliminate or preclude repeat violations. THE BOARD SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE SUFFERED BY ANY CUSTOMER, USER, OR ANY THIRD PARTY RESULTING IN WHOLE OR IN PART FROM THE BOARD'S EXERCISE OF ITS RIGHTS UNDER THIS INITIAL CERTIFICATION (IC) AGREEMENT.

- It may be necessary for the ABR to revise and update this Initial Certification (IC) Agreement at a later date, and I may be required to sign the updated agreement, which will replace and supersede the terms of this Initial Certification (IC) Agreement.
- This Initial Certification (IC) Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. I agree that any action at law or inequity arising out of or relating to these terms shall be filed only in the federal courts located in the District of Columbia, and I hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of this Initial Certification (IC) Agreement is held by a court, or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this Initial Certification (IC) Agreement, so that this Initial Certification (IC) Agreement shall remain in full force and effect. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by me and the ABR. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Initial Certification (IC) Agreement, this Initial Certification (IC) Agreement shall take precedence. The ABR's failure to enforce any provision of this Initial Certification (IC) Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

#### **Initial Certification Specific Agreements:**

- As a Candidate of the ABR, I have the responsibility to supply the Board with information adequate for the Board's proper evaluation of my eligibility and my moral, ethical, and professional standing. I authorize any training program, department, and/or institution in which I have trained to release to the Board any and all information relating to my current academic standing and/or whether I successfully completed my training consistent with the requirements of the Board; and I hereby waive any and all rights that I may have under the Family Education Rights and Privacy Act (FERPA) with respect to such information being released to the Board. If requested by the Board, I will sign and promptly return to the Board any appropriate consents addressed to specific persons or entities for release of my information to the Board.
- To help analyze the effectiveness of the training program and/or department in which I prepared for my examination(s), I authorize the Board to release to the director(s) of the program in which I am enrolled or was formerly enrolled, and to the chair of the department of which the program is a part, the results of my performance on the examination(s) conducted by the Board.
- Throughout my candidacy for initial primary (general) or subspecialty certification, I consent to have my name and demographic data published, along with my board eligibility status. If I

become certified, I consent to have my name and demographic data (including type and date of all ABR certifications and Continuing Certification status) included in any list or directory in which the names of diplomates of the specialty boards are published.

- Should I become certified, I understand and agree that the continued validity of my certificate will be contingent upon my enrolling in and meeting the requirements of the Continuing Certification program.
- The continued validity of my candidacy will be contingent upon my meeting the requirements of the Initial Certification (IC) program administered by the Board, incorporated here by reference, and as amended from time to time. THE ABR IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN AGAINST ME FOR FAILURE TO MEET THE REQUIREMENTS OF THE INITIAL CERTIFICATION (IC) PROGRAM OR FOR THE INITIAL CERTIFICATION (IC) POLICIES.

**By checking this box, I acknowledge that I have read this Initial Certification (IC) Agreement, that I understand it, and that I agree to be bound by it; that I have read the [Terms of Use](#), that I understand them, and that I agree to be bound by them; and that I have read the [Privacy Policy](#), understand it, and acknowledge its terms.**