



## WEBSITE TERMS OF USE

*Effective October 21, 2025*

These Site Terms of Use ("**Terms of Use**" or "**Terms**") form an agreement between you ("**you**" or "**your**") and American College of Sports Medicine ("**ACSM**," "**we**," "**us**" or "**our**") and govern your use of acsm.org and any other website owned or operated by ACSM that links to these terms (the "**Site**" ) and all features, content, products, and offerings made available on or through the Site (collectively with the Site, the "**Services**").

**READ THESE TERMS CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH THE SERVICES, INCLUDING AN AGREEMENT TO ARBITRATE FOR ANY DISPUTE RESOLUTION UNDER SECTION 10 BELOW.**

### **1. ACCEPTANCE**

Please read these Terms carefully before you access and use the Services. **BY ACCESSING AND USING THE SERVICES YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.** If you do not agree to these Terms, you must (i) not access or use the Services, or (ii) discontinue any access or use of the Services. Your failure to comply with the Terms may result in the suspension or termination of access to the Site and may subject you to civil and criminal penalties.

### **2. CHANGES TO THE TERMS**

ACSM reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice. All changes are effective immediately when we post them unless we expressly specify otherwise. In any event, no changes will apply retroactively as to any claims existing prior to the "last updated" date. If we choose to amend the Terms, we will update the "Last Updated Date" at the top of the Terms and post the updated version. By continuing to use the Site after we have posted an updated version of the Terms, you are affirming that you agree to be bound by the amended Terms. You are expected to check this page, so you are aware of any changes, as they are binding on you. If there are material changes to these Terms, we may also reserve the right to provide notice of said changes in other alternative manners, such as posting said changes to the Site and/or communicating said changes via e-mail or other communication channel.

### **3. ACCESS AND CHANGES TO THE WEBSITE**

Subject to your compliance with the Terms, ACSM grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable right to access and use the Site for your own personal or internal business use only, and not for resale or third-party distribution. In order to use the Site, you must have internet access, otherwise, you will not be able to use some or all of the Site.

ACSM reserves the right, in its sole discretion, to modify or discontinue offering the Site, or to impose limits on your use of the Site, or any features, functionality, or tools thereof, in whole or in part, at any time, for any reason or no reason, with or without notice to you. You agree that ACSM has no obligation to provide any updates or to continue to provide or enable any particular Site features, functionality, tools, or content and, to the maximum extent permitted by applicable law, will not be liable with respect to any such modifications, discontinuance, or deletions. The Site is controlled and operated within the United States and is not intended for use outside of the United States.

### **4. ACCOUNT**

To access and use certain features of the Services, you will be asked to provide certain registration details or other information to create an account ("**Account**"). It is a condition of your use of the Services that all the Account information you provide to us must be correct, current, and complete at all times. It is your responsibility and

obligation to promptly update any Account information when it becomes out-of-date. You agree that your access credentials with respect to your Account must be treated as confidential information, and you must not disclose Account access credentials to any other person or entity. Your right to use the Services under a respective Account is personal to you and cannot be transferred to any other person. You agree to notify us immediately of any unauthorized access to or use of any username or password associated with any Account of yours, or any other breach of security. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

## **5. COOKIES**

Our website incorporates the use of third-party technologies, including cookies and other tracking technologies to enhance user experience and to analyze performance and traffic on our Website ("**Cookies**"). Cookies and related information collected about your use of our Website may be shared with our social media, advertising, and analytics partners. For more information about our use of Cookies and how we may share information with third parties, please see our privacy policy found on our Site.

## **6. PURCHASES**

6.1 **Purchases.** The Services may include the ability to make purchases through the Site. Any descriptions are provided for convenience purposes only. In the event a product or service provided on or through the Site is listed at an incorrect price or with incorrect information, we will have the right to refuse or cancel any reservations or orders placed for the program incorrectly listed, whether due to a typographical error or an error in information received from third parties. Certain products may be offered as part of a subscription that is subject to auto-renewing terms and payment ("**Subscriptions**"). Subscriptions are subject to the auto-renewal terms set forth in Section 6.2 and 6.3 below.

6.2 **Payment and Payment Method.** We use a third-party service provider to process payments ("Payment Processor") from you for any charges incurred by you when making a purchase using the Services. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms. By choosing to make a purchase when using the Services, you agree to pay, through the authorized Payment Processor for payment processing services or as otherwise authorized by us, all charges at the prices then in effect, and where applicable, you authorize us, through the Payment Processor for payment processing services, to charge your chosen payment provider. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION MADE THROUGH THE SERVICES. In using the Services, you understand that payments may be returned for various reasons, such as, but not limited to, payment information that is provided is not valid or expired. You may receive notification regarding any such returned payments. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your payment method, or charges refused by a card network or issuing bank.

### **6.3 Auto-Renewal Terms.**

**Upon enrollment in an auto-pay Subscription, you acknowledge that you agree that the Subscription is subject to auto-renewal terms and you understand that you will be automatically charged at the amount and frequency identified at the time of your enrollment until you cancel.** See Section 6.4 below for information regarding how to cancel.

### **6.4 Cancellation Policy.**

**When You Must Cancel Your Subscription To Avoid Charges:** You may cancel your Subscription any time up until 24 hours before the processing of the renewal fees for the Subscription. To identify your next renewal date, please go to your MyACSM Profile Account page by clicking on the MyACSM menu, navigate to My Profile and scroll down to "Membership Details" wherein you can see the start date of the next renewal charge listed.

WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS. Requests to edit or cancel a Subscription made less than 24 hours prior to scheduled processing will be considered invalid, and the scheduled fees will be processed

**How To Cancel Your Subscription:** You may cancel your Subscription in a variety of ways:

- a. **Click-to-Cancel Link:** To cancel, visit our Site and go to your MyACSM Profile Account page by clicking on the MyACSM menu, navigate to My Wallet, remove the Subscription, and follow the instructions for cancellation. We may ask for limited information to verify your Account before you may cancel to the extent not prohibited by applicable law.
- b. **Email:** You may also cancel by emailing us at [membership@acsm.org](mailto:membership@acsm.org) with “Cancellation” and the name of the auto-pay Subscription you wish to cancel in both the subject line and body of the email.

6.5 **Payment Disputes.** If you dispute a payment made in connection with any purchase in connection with our Services, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your issuing debit/credit card provider or financial institution. Accept as required by applicable law, we are not responsible for any research or resolution of such payment disputes.

## 7. USER CONTENT

Certain features of the Services allow users to submit information or materials, including information necessary to apply for ACSM’s products (“**User Content**”). By providing any User Content through the Services, you grant us and our service providers, and each of their and our respective licensees, successors, and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such User Content as necessary to provide to you the respective Services. You agree that you have all rights, consents, and permissions to any User Content you submit or contribute, and you understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not the ACSM, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

## 8. USER CONDUCT GUIDELINES

You are not authorized to access or use the Site if you are under 16; if you are a person barred from receiving services under the laws of the United States or other applicable jurisdiction; or for any other purposes that are not expressly permitted by the Terms or which violate applicable law.

Further, you may not:

- copy, distribute, share, publish, use or store, or prepare derivative works from any content on the Site covered by any copyrights, trademark, patent, or other intellectual property right belonging to ACSM or a third party, except with prior express permission of ACSM or entity party holding the rights to license such use;
- access, search, collect information from, or otherwise interact with the Site by “scraping,” “crawling,” or “spidering” the Site;
- User Content shall not infringe or misappropriate any rights of any third party, including any intellectual property rights and privacy rights;
- use, display, mirror or frame the Site, or any feature, functionality, tool or content of the Site, ACSM’s name, any ACSM trademark, logo or other proprietary information;
- interfere with, disrupt, damage or compromise the Site or our systems or the access of any user, host or network in any way;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Site;
- otherwise abuse the Site or breach the Terms; or

- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

ACSM reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law, and to monitor and/or disable access to or use of the Site by any user.

## **9. INTELLECTUAL PROPERTY OWNERSHIP**

The Site is protected by copyright, trademark, patent, and other laws of the applicable jurisdiction and throughout the world. You acknowledge and agree that the Site, and all intellectual property rights therein, are the exclusive property of ACSM and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Site, and you may not use the trade names, logos, and other trademarks and service marks associated with ACSM without our prior written consent.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality or tools of, the Site in any form or by any means, or sublicense the rights granted in the Terms.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ACSM or its licensors, except for the revocable licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved to ACSM and its licensors.

If you choose to provide feedback, comments, ideas, and suggestions for improvements, enhancements, and modifications to the Site ("**Feedback**"), you acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of ACSM. You hereby irrevocably transfer and assign to ACSM all of your right, title, and interest in and to, and waive any moral rights you may have in, all such Feedback.

## **10. NO ENDORSEMENTS**

The Site may provide links to third-party websites, resources or services. Links to such websites, resources, or services do not imply any endorsement by ACSM of such websites, resources, or services or the content, products, or services available on or through such websites, resources, or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources, or services or the content, products, or services available on or through such websites or services. We are not responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products, or services available on or through such websites or services.

## **11. DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNIFICATION**

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, ACSM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE WEBSITE, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY CONTENT.

YOU ACKNOWLEDGE AND AGREE THAT ACCESSING AND USING THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU HEREBY RELEASE ACSM AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING. WITHOUT LIMITING THE FOREGOING, ACSM DISCLAIMS ANY AND ALL LIABILITY RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE. IN NO EVENT WILL ACSM BE LIABLE FOR ANY (A) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR (B) DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF OPPORTUNITY, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACSM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, ACSM'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL LIMITED TO THE GREATER OF AMOUNTS PAID BY YOU IN THE THREE MONTH'S PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR TEN U.S. DOLLARS (US\$10).

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold ACSM and its affiliates, licensors, and service providers harmless from and against any claims, liabilities, damages, losses, costs, and expenses, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential, or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with any User Content that you upload to the Site, your breach of the Terms, or your negligence or willful misconduct.

## **12. DISPUTE RESOLUTION AND GOVERNING LAW.**

These Terms shall be governed by and interpreted in accordance with the laws of Indiana without regard to conflict of law principles. All disputes, claims, controversies, and matters relating to or in connection with the Terms or subject matter in connection therewith, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place Indianapolis, Indiana before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language.

ALL ARBITRATIONS SHALL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE, MULTIPLE PLAINTIFF, OR SIMILAR BASIS. NO ARBITRATION SHALL BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING INVOLVING ANY OTHER PERSON OR ENTITY.

## **13. MISCELLANEOUS**

These Terms constitute the entire and exclusive understanding and agreement between you and ACSM regarding your access to and use of the Site and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and ACSM regarding the subject matter hereof.

You may not assign, transfer, delegate, subcontract, or sublicense any of your rights or obligations under the Terms. Any attempted assignment, transfer, delegation, subcontracting, or sublicense without the foregoing consent will be null and void.

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by the Terms. Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of the Terms shall survive such expiration or termination.

Our failure to exercise any right or enforce any obligation under the Terms or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation, or breach.

If an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void, or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

The headings in the Terms are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

Complaints regarding the Site or requests to receive further information regarding use of the Site may be sent to [publicinfo@acsm.org](mailto:publicinfo@acsm.org) or 6510 Telecom Drive Suite 200; Indianapolis, IN 46278.

If you have any questions or concerns, please contact ACSM at [publicinfo@acsm.org](mailto:publicinfo@acsm.org).