

# **The American ABLs of Laser Surgery, Inc. (The ABLs®)**

## **Policies and Disclaimers of Liability**

### **Information Privacy for ABLs Diplomates, Other Members, and Candidates**

The ABLs® will not share information about any Diplomate, or other member, including that maintained on file relative to his/her certification process, with other Diplomates or members of the ABLs, or persons outside of the organization, without that member's consent, except as noted herein. The ABLs will not sell or make available its Diplomates', or other members', information for any commercial purposes. The ABLs reserves the right to provide information about any individual candidate for certification to either a ABLs Officer and/or a Diplomate-examiner for the purpose of reviewing that candidate's application for certification, and/or information necessary for evaluation of that candidate for oral examination and/or Diplomate certification. The ABLs also reserves the right for its ABLs Officers, administrators, and other select senior members as it may designate from time to time, to have access to the files and information on existing Diplomates, and potential and current candidates, for internal perusal and review. The ABLs also reserves the right to maintain a list of its Diplomate, and other members, on its website that will include the full name, medical designation (M.D., D.O., etc.) at the time of certification, the ABLs Certificate number, and year of certification. Should the ABLs develop more extensive Diplomates' or members' information on its website, Diplomates, or other members, may opt-in by enrollment and consent. If the ABLs is asked by an outside medical verification source if a Diplomate does in fact hold the ABLs certificate, the ABLs will confirm if it is so, using the specialty designated, the certificate number, and date of certification.

### **The ABLs® General Disclaimer of Liability for Diplomates, and Other, Certificate Holders**

The ABLs® Diplomate Certificate is awarded to medical practitioners who have applied for, and have been accepted for, the certification process, received the ABLs Study Guide, and any other study materials as may be applicable, and taken and passed both the ABLs's Written and Oral Examinations. These examinations are designed to solely promote the understanding of fundamental laser and light-energy science, laser and light-energy tissue interaction and laser and light-energy safety in medicine. The Written Examinations are scored quantitatively with a minimum passing grade of 75.0% or 80.0%, depending on the specific examination. The Oral Examination is a pass-fail evaluation from an ABLs Diplomate-examiner (and subject to discretionary review by a senior ABLs officer or member) based on a review of a variety of information and references gathered from candidates in advance of the Oral Examination, and information obtained during the Oral Examination itself. The information is evaluated "as is" provided by the candidate, with additional review and confirmation at the ABLs's discretion, and based upon the evaluation of the candidate.

The ABLs® Study Guide, Written and Oral Examinations are not intended, nor should be construed, as specific medical advice or recommendations for specific practitioners, and/or their procedures and specific patients. The ABLs attempts to provide educational information and examinations that are accurate, however this information is provided on an "as is" basis, and is subject to change from time to time and without notice. The ABLs, including its officers, directors, members, employees and any associated contractual service providers, makes no specific medical or legal guaranties relative to the use of this aforementioned information. Use of this aforementioned information is entirely up to the decision making of any medical practitioner, or other person, who receives this information. The ABLs is not responsible for the actions by any medical practitioner, or other persons, resulting from the use of this information, nor assumes any liability for same.

The ABLs® makes no guarantees of, nor assume any liability for, the actions of any Diplomates, or other members, in their practice of medicine as the result of earning the ABLs Diplomate Certificate. This certificate in and of itself does not guarantee the efficacy nor safe practice of any medical practitioners in the use of lasers or light-energy devices, and the ABLs makes no guarantee of the efficacy of any mode of practice or procedure on the part of its Diplomates, or other members. These Diplomate practitioners, or other members, are in no way under the ongoing supervision of the ABLs. The use of any information gained from the ABLs certification process by ABLs Diplomates, or other members, in their treatment of their patients is entirely at the discretion of, and within the control of, those medical practitioners and not the ABLs.

The ABLs® may also issue proficiency certificates relative to educational courses (which the ABLs either co-sponsors and/or co-provides with other training organizations) via online written examinations which indicate a predefined passing score for these certificates. These proficiency certificates are not actual Diplomate Certificates (as previously

described), nor do these proficiency certificates act as any guarantee relative to actual medical practice nor does the ABLs assume any liability for same relative to any proficiency certificates. These certificates reflect scores achieved by course attendees on course materials and examinations which are both provided on an "as is" basis. Any proficiency certificates are subject to the same disclaimers of liability as previously detailed for Diplomate Certificates.

The ABLs® (at its discretion upon the request of a candidate) may also issue a Written Examination certificate which reflects that candidate having passed one or more of the ABLs Written Examinations, but not yet passed the ABLs Oral Examination. Any Written Examination certificates are subject to the same disclaimers of liability as previously detailed for Diplomate Certificates.

The ABLs® may also, at the request of a candidate, issue CME course credits in conjunction with an approved accreditation provider. These credits are subject to the terms and conditions of the approved accreditation provider, and the same disclaimers of liability as previously detailed for Diplomate Certificates above apply.

## **The ABLs® Terms of Use and Guidelines for the Use of the ABLs Name and Logo**

The ABLs® defines marketing by medical practitioners as any form of communication (printed or broadcast or social media, on websites and the Internet, and by mail or email) that is designed to inform or attract patients, or prospective patients, about the availability of products or services. The ABLs always encourages and expects from its Diplomates any marketing activities be conducted in a truthful manner, and which comply with any and all governing national, state and local statutes and regulations, and professional guidelines, for marketing and/or advertising by medical practitioners in the jurisdiction(s) in which they may practice. The following are the guidelines and terms of use for the ABLs name and logo. Any ABLs Diplomates, or other members, who do not adhere to these may be subject to review and sanctions by the ABLs.

- J All ABLs Diplomates, or other members, who hold the ABLs Diplomate Certificate, may refer to their certification by the ABLs in their communications and marketing in a professional manner, as they would typically be required to refer to certifications by other medical specialty organizations, or by memberships in other medical professional societies. The name may be referred to as "The ABLs" or "The American ABLs of Laser Surgery" (both with or without a "The"). The status may be referred to or conveyed as "certified by", "certificate holder of", "Diplomate of", "member of", or other similar designation that accurately conveys the proper status as a bonafide Diplomate, or other member, and Certificate holder, of the ABLs. This also may be governed by, and should comply with, any country, state/province, or local regulations for marketing and /or advertising by medical practitioners.
- J The ABLs® name and logo are both registered and trademarked, and are NOT available for general use, either as shown on the ABLs's letterhead, website, or other communications or materials, without the express written permission of the ABLs, except as noted below. The legitimate use of the ABLs name or logo with permission on a co-provider's website, or other materials, indicates that the ABLs has an arrangement to do so with that organization. Such use will be governed by a specific agreement with that organization.
- J All marketing, advertising and promotional communications and/or activities by ABLs Diplomates, or other members, in conjunction with the mention of their ABLs Diplomate status and certification, on their website and/or on other materials (such as medical conference promotions and other materials), must be both ethical and in accordance with generally accepted professional guidelines, and any governing country, state and/or local statutes and regulations, and not misrepresent the integrity of the ABLs or its certification process.

## **Proficiency Certificates**

The ABLs may sponsor medical laser related courses, in cosmetics, dental and / or gynecology, both in the US and overseas. For these courses, the ABLs may offer course Proficiency Exams that test the attendees knowledge of the didactic course material, using ABLs developed questions and / or those developed by the course director. These are NOT full ABLs Diplomate Certificates, the exams are on an "as is" basis, and all disclaimers as stated previously apply to these courses (for any ABLs provided information), course exams, and Proficiency Certificates also.

## **For Further Questions**

For further questions, please email the ABLs at [lasers1060@gmail.com](mailto:lasers1060@gmail.com); or in writing to The American Board of Laser Surgery, P.O. Box 110443, 55 Corporate Drive, 3rd Floor, Trumbull, CT 06611 USA. The ABLs will seek to reply in a timely manner.