

# Terms of Use

**Effective: October 1<sup>st</sup>, 2018**

By navigating the <https://www.orthoATnews.com> web site (“Web Site”), you agree to be bound by these Terms of Use (“Terms”) as well as the orthoATnews Privacy Policy. Refrain from use of the Web Site if you do not agree to all of these Terms. These Terms were last updated on October 1<sup>st</sup>, 2018.

## 1. DEFINITIONS

As used in these Terms the following terms shall have the following meanings:

- “Web Site” means the <https://www.orthoATnews.com> web site and any and all information provided directly or indirectly through the Web Site including, but not limited to, information provided via e-mail, phone number, contact info and through the orthoATnews discussion forums, Facebook groups (defined below).
- “We,” “Our,” “Us,” refer to ASOP or the American Society of Orthopedic Professionals.

## 2. CHANGES TO THESE TERMS

WE MAY AMEND THESE TERMS AT ANY TIME WITHOUT PRIOR NOTICE BY POSTING THE AMENDED TERMS ON THE WEB SITE. USE OF THE WEB SITE FOLLOWING ANY SUCH CHANGE CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE TERMS AS CHANGED. For this reason, you should review these Terms whenever you use the Web Site.

## 3. ABOUT orthoATNews

orthoATNews is affiliated with the American Society of Orthopedic Professions (ASOP) is a Florida Not for Profit Corporation and is organized and operated exclusively for charitable, educational, and scientific purposes as defined by Internal Revenue Code (“IRC”) Section 501(c) (3). In particular, ASOP’s and its orthoATnews publication will share resources to enhance the ongoing marketability and foster the continued educational and professional advancement of the AT throughout the orthopedic discipline.

## 4. TAX EXEMPT STATUS

ASOP is exempt from federal income tax pursuant to IRC 501(c) (3). As such, contributions and gifts to ASOP will be deductible as charitable contributions. If you have questions regarding the tax deductibility of charitable contributions in general or with respect to ASOP in particular you are urged to consult your personal tax advisor.

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## 6. USE POLICIES

You may not do any of the following while using the Web Site:

- Interfere with or disrupt networks connected to the Web Site or violate the regulations, policies, or procedures of such networks;
- Attempt to gain unauthorized access to the Web Site, computer systems or networks connected to the Web Site through password mining or any other means;
- Interfere with another user's use and enjoyment of the Web Site;
- Upload any message, information, data, text, software, graphic files or other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, that may be invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Upload Content that contains a virus, corrupted file, or other harmful component;
- Impersonate any person or entity including, but not limited to ASOP personnel, or falsely state or otherwise misrepresent any affiliation with any person or entity, or upload any Content under a fictitious name;
- Intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with your use or another's use of the Web Site.

If you violate any of this Section 6, your permission to use the Materials and the Web Site automatically terminates.

## 7. LINKING TO THE WEB SITE

You may provide a link on your site to the Web Site subject to the following requirements:

- You may not frame or alter the appearance or visual presentation of the Web Site.
- You may not state or imply that we endorse, sponsor or otherwise approve your site or any other sites, unless agreed to in writing by ASOP. Links to the Web Site may not be used in a way that implies or suggests that we approve or endorse you, your web site or your goods and services, unless it is true and accurate and ASOP agrees to such statements in advance in writing.
- Links may be text-based using the words: orthoATnews, ASOP, American Society of Orthopedic Professionals, OPE©, Orthopedic Physician Extender Certified (OPE-CTOM), [www.asop.org](http://www.asop.org), or [www.orthoATnews.com](http://www.orthoATnews.com) subject to the terms and conditions contained herein.
- You may only link to the home page of the Web Site unless you receive permission from ASOP. Requests for permission to link to other parts of the Web Site may be e-mailed to [cbarocas@asop.org](mailto:cbarocas@asop.org).
- We have no responsibility or liability for any content appearing on your web site. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ASOP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AND AGENTS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, ACTIONS, DEMANDS, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE LEGAL AND ACCOUNTING FEES) ARISING FROM OR RELATING TO YOUR WEB SITE. WE

RESERVE THE RIGHT TO DEFEND ANY SUCH CLAIM, AND YOU AGREE TO PROVIDE US WITH SUCH REASONABLE COOPERATION AS WE MAY REQUEST.

- By linking the Web Site, you acknowledge and agree that, other than as specifically set forth in these Terms, all rights to ASOP marks and logos belong to ASOP. In addition, you acknowledge the validity of ASOP's ownership in the ASOP marks and logos and will not contest such ownership or the validity of any registrations of ASOP relating to such marks and logos.
- You are prohibited from using ASOP's marks or logos or any names, marks or other materials in a manner that is likely to cause confusion with, dilute or damage the reputation or image of ASOP.

Subject to these Terms and your compliance with the above requirements, you may not use any of ASOP's trademarks or service marks or logos for any other reason or purpose without the express written permission of ASOP. ASOP may, at any time, in its sole discretion and without cause, terminate your right to link to the Web Site. Upon our request, you agree to immediately remove all links to the Web Site. Thereafter, any future links to the Web Site will require the express written permission of ASOP.

## 8. LINKS TO THIRD-PARTY SITES

The Web Site may contain links to third-party web sites. These links are provided solely for your convenience. They are not an endorsement by us of the owners of such sites or the content of these web sites. We are not responsible for the content or practices of linked third-party sites. We do not make any representations or warranties about the content or accuracy of materials on such third-party web sites or the practices of such sites. If you decide to access linked third-party web sites, you do so at your own risk. You are encouraged to review the terms of use, privacy policy, and other policies of any linked site, as the policies of the linked site may differ from those of this Web Site.

## 9. COMMENTS

We welcome comments regarding our Web Site. However, any comments, feedback, messages, ideas, suggestions or other communications (collectively, "Comments") submitted to us will be our exclusive property. Submission of any such Comments constitutes an assignment to the ASOP of all worldwide right, title and interest in all copyrights and other intellectual property rights in the Comments and you represent and warrant that you have the right to make such an assignment and that such Comments do not violate or infringe any rights of anyone. The ASOP will be entitled to use, reproduce, disclose, publish and distribute any Comments for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you do not send us any Comments that you do not desire to assign to the ASOP, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

## 10. ONLINE FORUMS

10.1. Defined. Online Forums include chat rooms, blogs, list servs, social media and other online areas or services provided by ASOP in or through which users can post information which may be viewed by ASOP and other users.

10.2. USER POSTINGS. Information on Online Forums may be posted by you or other users. ASOP is not responsible for information posted by you or other Online Forum users. ASOP does not represent or guarantee the accuracy, completeness or reliability of any information posted on any Online Forum nor does ASOP endorse any opinions expressed in any Online Forum unless expressly identified as an ASOP opinion. YOUR USE AND RELIANCE ON INFORMATION POSTED ON AN ONLINE FORUM IS AT YOUR OWN RISK.

10.3. YOU ARE RESPONSIBLE FOR YOUR POSTINGS. Think before you speak. Online Forums are public forums. Once you have posted information you should assume that everyone in the world can see what you

have posted. You are solely responsible for what you say and are responsible for the consequences of any of your postings on an Online Forum.

10.4. ASOP MAY EDIT OR REMOVE USER POSTINGS. ASOP may for any reason edit, refuse to post or remove without notice any information posted by you or any other user to an Online Forum. However, ASOP has no obligation to edit, refuse to post or remove any information, including information you may find objectionable or offensive or that violate this Agreement. Although ASOP may occasionally screen or monitor information posted by users, ASOP is not obligated to do so.

10.5. WHAT TO DO IF YOU THINK SOMEONE IS VIOLATING THIS AGREEMENT. If you believe a user is violating this Agreement, you may e-mail such information to [cbarocas@asop.org](mailto:cbarocas@asop.org) . However, ASOP does not guarantee that it will and is under no obligation to take any action as a result of your contact.

10.6. WHAT TO DO IF YOU HAVE QUESTIONS. It is the policy of the ASOP not to post comments or answer inquiries on the ASOP Forum. If you have a question of either the board or staff, you may mail or e-mail your inquiry directly to the party in question or to the ASOP office at [cbarocas@asop.org](mailto:cbarocas@asop.org).

10.7. ASOP MAY EXPEL AND DISCIPLINE USERS. ASOP reserves the right to expel any user and to prevent further access by any user to an Online Forum for any reason or for no reason at all. However, ASOP has no obligation to expel a user or to prevent further access to an Online Forum.

10.8. LICENSE TO USE YOUR POSTINGS. Information you post in an Online Forum, may be reproduced, distributed, displayed and otherwise used by ASOP and other Online Forum users. BY POSTING INFORMATION ON AN ONLINE FORUM, YOU AUTOMATICALLY GRANT ASOP A ROYALTY-FREE, PERPETUAL, IRREVOCABLE, NONEXCLUSIVE AND FULLY SUB-LICENSABLE RIGHT TO USE, REPRODUCE, MODIFY, ADAPT, PUBLISH, TRANSLATE, CREATE DERIVATIVE WORKS FROM, DISTRIBUTE, PERFORM, DISPLAY AND OTHERWISE USE AND EXPLOIT THE INFORMATION (IN WHOLE OR IN PART) WORLDWIDE AND/OR TO INCORPORATE IT IN OTHER WORK IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR LATER DEVELOPED. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO POST ALL INFORMATION YOU POST TO AN ONLINE FORUM AND THAT YOUR POSTING OF THE INFORMATION DOES NOT VIOLATE ANY CONTRACT; LOCAL, STATE, OR FEDERAL ORDINANCE, REGULATION, STATUTE, OR LAW; OR THE RIGHTS OF ANYONE ELSE.

10.9. You agree to abide by the following rules and guidelines at all times in connection with your use of an Online Forum:

- Your posting to any Online Forum must be consistent with the above written policies. You may not interfere with another user's use of an Online Forum.
- All communications must be respectful. You are prohibited from engaging in personal attacks or other harassing or disrespectful conduct.
- You may not post information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, false, misleading, or hateful; that may be invasive of another's privacy; racially, ethnically, religiously, sexually or otherwise objectionable; violates the intellectual property, contract or other rights of any person; contains a virus, corrupted files, or other harmful components; or which may be harmful to ASOP, its members, or anyone else.
- You may not collect information about another user of an Online Forum, including e-mail addresses, without the other user's express written consent.

## 11. CLAIMS OF COPYRIGHT AND TRADEMARK INFRINGEMENT

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## 12. DISCLAIMER

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## 13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL ASOP OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO THESE TERMS; THE WEB SITE; YOUR USE OR INABILITY TO USE THE WEB SITE; ANY INFORMATION YOU PROVIDE TO US THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION YOU PROVIDE THROUGH ONLINE FORUMS; OR ANY INFORMATION PROVIDED THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION PROVIDED THROUGH ONLINE FORUMS. THIS IS A COMPREHENSIVE RELEASE OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, STATUTORY, CONTRACTUAL, OR DAMAGES OR LOSSES OF ANY OTHER KIND OR TYPE. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF ASOP OR ANY ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

## 14. WAIVER OF CLAIMS

TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY KIND YOU MAY HAVE DIRECTLY OR INDIRECTLY AGAINST ASOP OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO YOUR ACTIONS OR OMISSIONS; THESE TERMS; THE WEB SITE; YOUR USE OF OR INABILITY TO USE THE WEB SITE; ANY INFORMATION YOU PROVIDE TO US THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION YOU PROVIDE THROUGH ONLINE FORUMS; AND ANY INFORMATION PROVIDED THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION PROVIDED THROUGH ONLINE FORUMS.

## 15. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ASOP AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND OTHER REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN DEFENDING SUCH CLAIMS, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO YOUR ACTIONS OR OMISSIONS; THESE TERMS; THE WEB SITE; YOUR USE OF OR

INABILITY TO USE THE WEB SITE; ANY INFORMATION YOU PROVIDE TO US THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION YOU PROVIDE THROUGH ONLINE FORUMS; OR ANY INFORMATION PROVIDED THROUGH THE WEB SITE INCLUDING, BUT NOT LIMITED TO, INFORMATION PROVIDED THROUGH ONLINE FORUMS.

## 16. PRIVACY NOTICE

Be sure to check our Privacy Notice to understand our practices. The Privacy Notice is subject to these Terms and is incorporated by reference.

## 17. CHOICE OF LAW AND FORUM

These Terms were entered into in the State of Florida. These Terms shall be governed by and construed in accordance with the substantive laws of the State of Florida, excluding its choice of law rules. Any claim or dispute related to, connected with or arising out of your use of the Web Site shall reside in the courts of Florida and in particular in either the Pinellas County Circuit Court or the United States District for the District of Florida.

## 18. SEVERABILITY

If any provision of these Terms are invalidated or held unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of these Terms. In addition, the parties agree that as to any provision found to be invalid or unenforceable as written in these Terms, the same shall not be void, but rather shall be reformed and enforced to the maximum extent permissible under applicable law, as if originally executed in that form by the parties.

## 19. DRAFTING AND CONSTRUCTION

No inference or presumption shall arise against or in favor of either party because it did or did not draft these Terms or any provision hereof.

## 20. ASSIGNMENT

ASOP may assign or transfer its rights under these Terms. You may not.

## 21. HEADINGS

The headings and numbers appearing in these Terms have been inserted as a matter of convenience. If there is any conflict between the headings and numbers and the text of these Terms, the text will control.

## 22. TERMINATION

We may terminate these Terms or your access to the Web Site, or any information provided directly or indirectly through the Web Site including, but not limited to, information provided by e-mail, at any time, without notice in our sole and absolute discretion. ASOP may at its sole discretion and at any time discontinue providing the Web Site, or any part thereof, or any information provided by e-mail with or without notice. You agree that any termination of your access to the Web Site or any information provided by e-mail under any

provision of these Terms may be effected without prior notice, and acknowledge and agree that ASOP may immediately delete your personally identifiable information and all related information and files.

## 23. WAIVER

If ASOP agrees to waive its right to enforce any term of the Terms, it does not waive its right to enforce such term, or any or all other terms, of these Terms at any other time.

## 24. SURVIVAL

Paragraphs 1 through 24 shall survive the termination of your right to access the Web Site, or any information provided directly or indirectly through the Web Site.

## 25. HOW TO CONTACT US

If you have any questions about these Terms, or your dealings with the Web Site, you can contact ASOP by accessing the Contact Us section of the Web Site.

## 26. COPYRIGHT POLICY

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