

Terms and Conditions

This Site and related services are provided subject to these Terms and Conditions. Please read the following information carefully. Your continued use of this Site will indicate your agreement to be bound by the Terms and Conditions set forth below. If you do not agree to these Terms and Conditions, promptly exit this Site.

Use of the Site does not create a professional relationship between you and the American Society for Parenteral and Enteral Nutrition, or A.S.P.E.N. (referred to as “the Society,” “A.S.P.E.N.,” “we,” “us,” or “our” herein) or create any duty on the part of A.S.P.E.N. You are solely responsible for all professional decisions you make in treating patients.

Entire Agreement. Except as provided below, these Terms and Conditions constitute the entire agreement between A.S.P.E.N. and you pertaining to the subject matter hereof. In its sole discretion, A.S.P.E.N. may, from time to time, revise these Terms and Conditions by updating this posting. You should, therefore, periodically visit this page to review the current Terms and Conditions, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

General. The Society grants you a personal, non-transferable, non-exclusive, revocable and limited license to access and use this Site provided by A.S.P.E.N., including without limitation, any services, content, data, images, information, archives and other materials posted on or available through the Web site (collectively the “Site”) subject to the following Terms and Conditions. Certain areas of the Site and use of data, content, or services made available through the Site may be subject to additional Terms and Conditions provided in connection with those areas or use of the data, content, or services. The Society may change these Terms and Conditions in the future upon a notice published on-line or otherwise provided by A.S.P.E.N. Please check this page periodically for any updates.

By using the Site, you agree to comply with and to be legally bound by these Terms and Conditions as published online or otherwise available from A.S.P.E.N. from time to time.

No Medical or Professional Advice. The information posted here by users of A.S.P.E.N. or any third party should not be considered medical advice and is not intended to replace consultation with a qualified medical professional or independent scientific research. A.S.P.E.N. does not endorse any medications, products, procedures, equipment or treatments relating to medical services.

Online Conduct. The Site may only be used for lawful purposes and in a manner that A.S.P.E.N. in its sole discretion believes to be consistent with the rights of other A.S.P.E.N. users and third parties. While A.S.P.E.N. is not responsible for the content, quality or accuracy of data provided by users, said content must comply with all applicable laws and must not infringe upon the rights of any other Site users or third party. You may not reverse-engineer, deconstruct, disassemble or decompile any software or technology underlying the Site or provided through the Site, except to the extent permitted by applicable law. If you breach any of these Terms and Conditions, your authorization to use this Site shall automatically terminate.

You also agree not to deep-link to the Site for any purpose, unless specifically authorized by A.S.P.E.N.

The contents of the Site may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of A.S.P.E.N., except that you may download content from the Site to any single computer, provided you keep intact all copyright, trademark, and other proprietary notices. Except as provided in these Terms and Conditions, any use of these materials on any other Web site or networked computer environment for any purpose is prohibited.

Without limiting the foregoing, the Site may not be used: (i) in a manner that would violate any law or infringe upon any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity; (ii) for the purpose of transmitting or storing of material which is obscene, libelous or defamatory; or (iii) to seek to harm or disrupt A.S.P.E.N., the Site or its users in any way, including but not limited to, the cross-posting of A.S.P.E.N. materials and postings to other groups. Although in the absence of a specific complaint the postings are not monitored for compliance with this provision, in an effort to discourage such conduct, please note that all postings must list the author's name.

Links or Pointers to Other Sites. The Society makes no representations whatsoever about any other Web site that you may access through this Site. When you access a non-A.S.P.E.N. site, please understand that it is independent from A.S.P.E.N., and that A.S.P.E.N. has no control over the content on that Web site. In addition, a hyperlink to a non-A.S.P.E.N. Web site does not mean that A.S.P.E.N. endorses or accepts any responsibility for the content, or the use of, the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

Representations by You. By visiting the Site, you represent, warrant and covenant that: (i) you are at least 13 years old; and (ii) all materials of any kind submitted by you to the Site or for inclusion on the Site will not plagiarize, violate or infringe upon the rights of any third party including trade secret, copyright, trademark, trade dress, privacy, patent or other personal or proprietary rights.

Copyright. The Society may terminate your user privileges if you use this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. If you submit any information to this Site, you warrant that the information does not infringe the copyrights or other rights of third parties. As with all media, you may not republish or use this information without the owner's permission. Do not post any information that violates any copyright. Do not copy text from other Web sites or publications unless specifically permitted by the owners of this information. You may summarize information found elsewhere, but it is often best to provide a direct link to the information.

Ownership. The Site is owned and operated by A.S.P.E.N.. All services, content, data, information and other materials on or directly accessible from the Site are owned by A.S.P.E.N., its subsidiaries, affiliates, licensors, advertisers and/or vendors. The Site is protected by United States and international copyright and trademark laws. Any rights not expressly granted by these Terms and Conditions or any other agreement with A.S.P.E.N. are reserved by A.S.P.E.N. and/or its vendors and licensors. Any copies that you make of material or other content provided through the Site must contain the same copyright and other proprietary notices that appear with the material or content.

No Framing. You may not frame or utilize framing techniques to use, surround or enclose any portion of the Site without A.S.P.E.N.'s express written consent.

Trademark. The Society's trademarks, service marks and logos ("A.S.P.E.N. Marks") may not be used without A.S.P.E.N.'s prior written consent. You agree not to display or use A.S.P.E.N. Marks in any manner.

Jurisdictional Issues. This Site is controlled and operated by A.S.P.E.N. from its offices within the State of Maryland, United States of America. The Society makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local or national laws, if and to the extent local or national laws are applicable.

Choice of Law. These Terms and Conditions are entered into in the State of Maryland and shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its choice of law rules.

Intellectual Property. Although A.S.P.E.N. is not responsible for the content, quality or accuracy of data provided by users, compilations of such data, text, information and other materials made available to users through the Site (collectively the “On-line Materials”) are A.S.P.E.N.’s intellectual property, and are protected by U.S. and international intellectual property laws. The On-line Materials may not be copied or redistributed either in whole or in part without prior written consent of A.S.P.E.N., except as expressly and specifically permitted under these Terms and Conditions.

The On-line Materials are and will remain the exclusive property of A.S.P.E.N.. All rights, titles and interests in and to the On-line Materials will be and remain vested solely in A.S.P.E.N.. Under no circumstances will you have any right, directly or indirectly, to own, use, copy, loan, sell, rent, lease, license, sublicense, redistribute, assign or otherwise convey the On-line Materials, or any rights thereto, except as expressly and specifically provided in these Terms and Conditions. Nothing in these Terms and Conditions will convey to you any right, title or interest, except that of a license with the express rights and subject to all limitations herein. Nothing in these Terms and Conditions grants you the right, directly or indirectly, to use the On-line Materials to create a product for resale or to use the On-line Materials in any way that competes with A.S.P.E.N..

Scope of Use. You may download limited portions of the On-line Materials for fixed storage in memory or to make a printout thereof, provided that the amount of such downloaded and/or printed On-line Materials constitutes less than all or substantially all of the On-line Materials, and is not a replication of all or substantially all of the On-line Materials (the “Accessed Materials”). Such Accessed Materials: (i) must be used by you only; (ii) may not cumulatively amount to all or substantially all of the On-line Materials; and (iii) may not be stored in an archive or other searchable database. You may not engage in or permit the automated, regular, or systemic collection or accumulation of the On-line Materials.

You may not transmit any material on or through the Site that (i) restricts any other user’s enjoyment of the Site, (ii) is unlawful, threatening, abusive, libelous, defamatory, pornographic, profane or otherwise offensive, (iii) constitutes or encourages criminal conduct, gives rise to civil liability, or otherwise violates any law, (iv) violates or infringes the rights of any third party including, without limitation, patent, copyright, trademark, privacy or any other proprietary right, (v) contains a virus or other harmful component, or (vi) contains false or misleading indications of origin or statements of fact.

You may not distribute or quote any information contained in the A.S.P.E.N. archives or on this Site for any purpose without express written consent of the A.S.P.E.N. editor.

Proprietary Rights/License Granted by You. By providing materials to A.S.P.E.N., including by submitting or uploading content or materials for use on the Site or engaging in other forms of communication, you represent and warrant that you have, or the owner of all rights to such content or materials has, expressly granted A.S.P.E.N. and its affiliated companies a royalty free, irrevocable, perpetual, nonexclusive, unrestricted, transferable, worldwide license to (i) use, copy, sublicense, adapt, transmit, distribute, publicly perform or display to any medium now known or hereafter developed, and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with this information. The foregoing grants shall include the right to exploit any proprietary rights in such information, including but not limited to rights under copyright, trademark, service mark or patent laws in any relevant jurisdiction. You agree that you now and forever waive all claims, and have no recourse against A.S.P.E.N. for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to A.S.P.E.N.. You agree and acknowledge that participation in the A.S.P.E.N. Site shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, contractual or other special relationship between you and A.S.P.E.N., other than the relationship between A.S.P.E.N. and you entered into by virtue of agreement to these Terms and Conditions.

You acknowledge and agree that A.S.P.E.N. will own all rights, titles and interests in and to any copy, translation, modification, adaptation, derivative work or improvement of the On-line Materials made by or for you. At A.S.P.E.N.'s request, you must execute, or obtain the execution of, any instrument that may be necessary to assign these rights, titles or interests to A.S.P.E.N. or perfect these rights, titles or interests in A.S.P.E.N.'s name.

The Society reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, government request, court order, subpoena or other legal process, or to edit or remove any information, in whole or in part, that in A.S.P.E.N.'s sole discretion is objectionable, disruptive to the Site or in violation of these Terms and Conditions.

Termination. The Society, in its sole discretion, may immediately and without prior notice terminate your access to the Site (including password and user name) and bar you from further use of the Site if you violate any provisions of the Terms and Conditions. You agree that any termination of your access to the Site under any provision of this Terms and Conditions may be affected without prior notice, and acknowledge and agree that A.S.P.E.N. may immediately deactivate or delete your password and user name and all related information associated with it. Further, you agree that A.S.P.E.N. shall not be liable to you or any third party for termination of your access.

Third Party Content. The Society and its officers, managers and other volunteers are distributors (not publishers) of the content supplied by users, members, visitors, and other third parties. Accordingly, A.S.P.E.N. has no more editorial control over this content than does a public library. The Society does not pre-screen content posted by users and A.S.P.E.N. shall not be responsible for policing, monitoring or editing such content. Any opinions, advice, statements, services, offers or other information or content made available by users and other third parties are those of the respective author(s), and A.S.P.E.N. is not responsible for any material posted by such third parties. The Society cannot and does not endorse the content in any way, nor does A.S.P.E.N. vouch for its accuracy or usefulness.

Notwithstanding the foregoing, A.S.P.E.N. shall have the right, but not the obligation, to monitor such content in order to respond to or comment upon communications by participants and in order to determine compliance with the Terms and Conditions. In addition, A.S.P.E.N. shall have the right and sole discretion to refuse to post, alter or remove any content, in whole or in part, that it believes to be in violation of the Terms and Conditions, or which it finds to be objectionable for any reason. The Society in its sole discretion may (but is not obligated to) monitor or review any content of the Site. The Society reserves the right to remove any content that A.S.P.E.N. in its sole discretion has determined obscene, libelous, defamatory or otherwise harmful or inappropriate.

However, A.S.P.E.N. expressly disclaims any liability associated with material posted by users or other third parties, whether or not arising under the laws of copyright, defamation, privacy, obscenity or otherwise.

Advertising. The Site may contain advertisement and/or sponsorships. The advertisers and/or sponsors that provide these advertisements and sponsorships are solely responsible for insuring that the materials submitted for inclusion on the Site are accurate and comply with all applicable laws.

The Society is not responsible for the acts or omissions, of any advertiser or sponsor.

Disclaimer Regarding Endorsement. A reference to any products, services, hypertext link to the third parties or other information by trade name, trademark, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by A.S.P.E.N. or its users.

The Site may contain postings that reference and/or link to third party sites throughout the World Wide Web. The Society has no control over these sites or the content within them. The Society does not guarantee, represent or warrant that the content contained in such sites is accurate, legal and/or inoffensive.

The Society does not endorse the content of any third party site, nor does it make any representation or warranty about these sites, including that they will not contain viruses or otherwise impact your computer. By using the Site to link to another site, you agree and understand that you may not make any claim against A.S.P.E.N. for any damages or losses, whatsoever, resulting from your use of the Site to link to another site.

Please note that these other sites may be governed by different Terms and Conditions.

No Warranties. Use of this site and the internet in general is at the user's sole risk. The Society does not warrant that its services and system will be uninterrupted, error free, free from unauthorized intrusion, or that A.S.P.E.N.'s services or system will meet any particular criteria of performance or quality; nor does A.S.P.E.N. make any warranty as to the results or information obtained from use of its service or system or the internet in general. The Society's services and system are provided on an "as is," "as available" basis without warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, compatibility, security or accuracy, all of which warranties are hereby expressly disclaimed except to the extent any warranty cannot be disclaimed under applicable law. Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to every user.

On some areas of the A.S.P.E.N. Site, A.S.P.E.N. is a distributor only, and not a publisher, of messages posted. Please be aware that other users may post material that is inaccurate, misleading or deceptive. All statements, advice and opinions made by participants are those of such participants only, and A.S.P.E.N. neither endorses nor shall be held responsible for the reliability or accuracy of the same, or for any injury, loss or damage which occurs as a result of such statements, advice, opinions or other information provided. In addition, A.S.P.E.N. has no control over, and shall have no legal liability for, and damages resulting from the use, including republication, misuse by any third party, of information voluntarily made public by a user. Any user of the Site who chooses to make any personally identifiable or other information publicly available does so at his or her own risk.

Limitation of Liability. Under no circumstances shall A.S.P.E.N. be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits. Without limiting the foregoing, A.S.P.E.N. will not be liable for damages resulting from the use of inability to use all or any part of A.S.P.E.N.'s system or services, reliance by any person or information obtained through A.S.P.E.N.'s service or the internet, deletion or loss of files or e-mail, viruses, any delay or failure of performance or unauthorized access to records or files. Your sole remedy is to stop using the Site. Some jurisdictions do not allow liability to be limited, so not all of the above limitations may apply to every user.

Indemnity. You agree to indemnify and hold A.S.P.E.N., its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site, or your breach of the Terms and Conditions.

Information Subject to Change. The Society makes no guarantees whatsoever as to the correctness or accuracy of the Site. Any information on this Site may include inaccuracies or typographical errors. Furthermore, the information contained on the Site may change from time to time without any notice.

Services Subject to Change. The services provided by A.S.P.E.N. and the Site are expected to change from time to time. The Society reserves the right to change any service offered or the features of any service offered

or its system without notice. You agree that A.S.P.E.N. shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site.

Your Account/Screen Name/Passwords. Your account and right to use the Site is not transferable without A.S.P.E.N.'s prior written consent. You are responsible for maintaining the confidentiality of your password and are solely liable for any harm caused by disclosing or allowing disclosure of any password.

The Society may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may impersonate another person; that belongs to another person, without his or her prior consent; that violates the intellectual property or other rights of any person; that is vulgar or otherwise offensive; or that A.S.P.E.N. rejects for any other reason at its sole discretion.

You are responsible for maintaining the confidentiality of your password, and agree not to transfer your use of or access to any third party. You are fully responsible for all activities that occur under your password or user name, including, without limitation, purchases. You agree to (i) immediately notify A.S.P.E.N. of any unauthorized use of your password or user name or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. The Society is not liable for any loss or damage arising from your failure to comply with all of the foregoing obligations. Users are responsible for maintaining the confidentiality of their passwords and are liable for any harm caused by disclosing or allowing disclosure of any password.

You are required to provide personal information at times. You may be asked to provide contact information (such as your name, postal address, telephone numbers and/or e-mail address) and demographic information (such as your zip code, age or income level). Contact information may be used to announce upcoming events, products, updates to the Site and services relevant to users. Demographic information, as well as usage data calculated from logging IP addresses, is shared with advertisers and third parties only on an aggregated basis.

The Society may share its user mailing list with reputable and carefully screened firms for marketing or promotional purposes. We may also forward information to you regarding third party products or services, without disclosing your personal information to such third parties. You may choose to request that your contact information be removed from A.S.P.E.N.'s mailing list at any time.

The Society uses IP addresses to calculate Site usage levels. Whenever you are on the Internet, a number (an IP address) is automatically assigned to your computer. This number is identified and logged automatically whenever you visit our Site. Collecting IP addresses is standard practice on the Internet, and is done automatically by many Sites.

Whenever A.S.P.E.N. requests your personal information, to the extent that A.S.P.E.N. intends to use it in a manner not disclosed in this Privacy Policy, A.S.P.E.N. will try to explain to you its intended use, and to provide you with a choice to decline certain uses.

The Society may also disclose personal information if A.S.P.E.N. believes that it is required to do so (i) by law, (ii) to comply with legal process or governmental requests, (iii) to enforce our Terms and Conditions, or (iv) to protect the rights, property, or safety of A.S.P.E.N., its users or the public.

Confidentiality. You agree to not share postings to the Site or from the A.S.P.E.N. archives with anyone and to keep information gained as a result of your A.S.P.E.N. membership confidential.

Electronic Messages. You should be aware that electronic messages may be intercepted lawfully or unlawfully outside of A.S.P.E.N.'s system.

In addition, although the Site has implemented certain security measures, A.S.P.E.N. cannot guarantee that the Site or stored data of its users will be free from unauthorized intrusion or otherwise guarantee the privacy of information or any user.

Privacy Policy. Your registration information and other information about you are subject to A.S.P.E.N.'s privacy policy. For more information, please refer to A.S.P.E.N.'s privacy policy posted on the Site.

Violations. You agree that monetary damages may not provide a sufficient remedy to A.S.P.E.N. for violations of these Terms and Conditions, and you consent to injunctive or other equitable relief for such violations. Please report any violations of these Terms and Conditions to A.S.P.E.N. at info@A.S.P.E.N.org.

Interpretation. These Terms and Conditions supersede all other written and oral communications or agreements with regard to the subject matters discussed herein. A waiver or modification of these Terms and Conditions will only be effective if made in writing signed by an authorized officer of A.S.P.E.N.. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois without regard to choice or conflict of law principles. Any legal action or proceeding arising under or relating to the Terms and Conditions will be brought in the federal or state courts in Cook County of the State of Illinois, and the parties hereby consent to personal jurisdiction and venue therein.

Severability. If any provision of the Terms and Conditions is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

Heading. Section titles in the Terms and Conditions are for convenience and do not define, limit, or extend any provision of the Terms and Conditions.

THESE LEGAL NOTICES ARE SUBJECT TO CHANGE WITHOUT NOTICE