American Academy of SLEEP MEDICINE™

AASM Online Community Terms & Conditions

Use of AASM Online Community

To help preserve a climate that encourages both civil and fruitful dialogue, these Terms & Conditions govern your participation in and use of the AASM online community. The rules set forth below apply to all members of the online community (participants, you, or users). The AASM reserves the right to limit, suspend or terminate participation in the online community for anyone who violates these rules.

Rules

Online community participants must adhere to the following rules:

- 1. The AASM online community is available to participants for educational and informational purposes only.
- The AASM does not approve or endorse any specific practices that may be mentioned within the online community. The AASM makes no representations or warranties regarding the experience, qualifications or information provided by online community participants or otherwise provided using the online community.
- 3. Information posted in the online community will not be treated as confidential and, therefore, should not disclose any confidential, proprietary, or sensitive business information. Participants must rely on their own judgment with respect to all matters discussed.
- 4. Users acknowledge and agree that they (i) will not have any copyright or other property rights in or to information that they (or others) post in the online community; and (ii) specifically waive any such property rights.
- 5. Users are prohibited from using the online community to communicate about prices or terms of service, to exchange practice management or any other proprietary information, or otherwise communicate in a manner that may violate federal or state antitrust laws.
- 6. Users are prohibited from posting commercial messages or promotions, advertising, or selling goods or services.
- 7. Discussion topics are not to be relied on as specific advice, and such responses are not intended to constitute practice guidelines or advice.
- 8. Users should exercise both common sense and courtesy in the messages they transmit in the online community and may not use the online community to transmit defamatory, obscene, and otherwise offensive communications. Users are prohibited from using the online community for any illegal purposes. For example, the online community may not be used to solicit or disseminate information having to do with, or to conduct any activity relating to, illegal drugs, pornography, gambling, spreading computer viruses, software infringement, trafficking in credit card codes, price-fixing, illegal boycotts, or other crimes.
- 9. Users may not post or distribute files, articles or other information subject to trademark, copyright, or other proprietary rights, except with the expressed consent of the owner of the rights. Users are responsible for obtaining consent from the owner of the material.

- 10. Users must respect the security of the online community and may not attempt to gain access or provide access to areas private to the AASM or online community.
- 11. The online community may not be used in a manner that violates applicable federal, state or local laws, the AASM bylaws or any other policies, procedures, rules, or regulations of the AASM.
- 12. The AASM will deny online community access to any individual who has not agreed to the terms of these rules and reserves the right, in its sole discretion, to (i) remove any postings or other content that is not consistent with these rules or otherwise not in the best interests of the AASM; and (ii) limit, suspend or terminate access to the online community for violations of these rules or for otherwise acting in a manner contrary to the interests of the AASM.
- 13. Users should not reproduce content of a posting without asking participants for permission to republish their words elsewhere (especially if elsewhere would be a publicly viewable setting).

Disclaimer

The views and opinions expressed in the online community are those of the individual contributors. They do not and should not be construed as representing the views of the AASM. The AASM makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted in the online community, whether posted by the AASM or any third party, and the AASM assumes no responsibility or liability regarding the use/misuse of such information for any purpose. The AASM disclaims any responsibility to maintain copies of any information posted in the online community or to assure that such information is deleted. Unless specifically stated otherwise, the AASM does not endorse, approve, recommend, or certify any information, advice, guidance, product, process, service or organization presented or mentioned in the online community, and information from the online community should not be referenced in any way to imply such approval or endorsement. NEVERTHELESS, THE AASM RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES DO NOT COMPLY WITH THE TERMS OF THESE RULES OR ARE NOT IN THE BEST INTERESTS OF THE AASM OR IT'S MEMBERS.

Disciplinary Actions

Disciplinary actions include but are not limited to:

- Restricted access of the AASM Community
- Temporary suspension of the AASM Community
- Permanent suspension of the AASM Community

Appeal process

A member may appeal disciplinary actions by emailing the AASM Membership Department with all the following information:

- 1. Member number
- 2. Full name
- 3. Email address
- 4. Phone number
- 5. Full disclosure of any previous violation(s)

6. Why you feel the online community disciplinary actions should be overturned, include any relevant or supporting evidence.

Amendments

The AASM reserves the right to modify or change the terms of the rules as determined from time to time in the best interests of the AASM, provided that all online community users are notified prior to any such change. Use of the online community constitutes the user's continuing agreement to be bound by these rules, as amended from time to time.

Questions

For questions regarding the AASM Community and it's Terms and Conditions, please contact the AASM Membership Department at <u>membership@aasm.org</u>.