

Last Updated: May 30, 2018

Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONTIONS OF USE CAREFULLY BEFORE USING THIS SITE.

By using this site, you signify your assent to these Terms and Conditions of Use. If you do not agree to all of these Terms and Conditions of Use, do not use this site.

The American Society of Clinical Psychopharmacology (“ASCP”) may revise and update these Terms and Conditions of Use at any time. Modifications to these Terms and Conditions of Use will be posted on the ASCP website and the “Last Updated” date at the top of this webpage will be revised. Your continued use of the ASCP website (the “ASCP Website” or the “Site”) will mean you accept those changes.

You may print or save a copy of these Terms and Conditions of Use for your records.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the ASCP Website conditioned on your continued acceptance of, and compliance with, these Terms and Conditions of Use (“Terms of Use”). You may use the ASCP Website and the ASCP Content (as defined below) for your noncommercial personal use and for no other purpose. ASCP reserves the right to bar, restrict or suspend any user's access to the ASCP Website, and/or to terminate this license at any time for any reason. ASCP reserves any rights not explicitly granted in these Terms of Use.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive ASCP's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the ASCP Website, any ASCP Content (as defined below), or any portion thereof. Further, you may not (i) use the ASCP Website for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the ASCP Website, including ASCP Content; (ii) interfere with the proper working of the ASCP Website including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the ASCP Website; or (iv) upload any kind of content that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit, or any material that would give rise to any civil or criminal activity under applicable law or regulations or that otherwise would be in conflict with these Terms of Use or the Privacy Policy.

3. Your Acceptance; Revisions to Terms of Use. The ASCP Website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and ASCP regarding your use and access to the ASCP Website. **By using the ASCP Website you agree to the Terms of Use.**

ASCP reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the ASCP Website. Your use of the ASCP Website signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the ASCP Website. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 23, shall apply to a controversy or claim of which ASCP had actual notice on or before the date of any such revision.

4. ASCP Policies; Additional Terms and Conditions. ASCP's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the ASCP Website (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the ASCP Website you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the ASCP Website are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. ASCP is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact ASCP at info@ASCPP.org immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about ASCP's data protection practices and ASCP's use and protection of your personal information, please read [ASCP's privacy policy \("Privacy Policy"\)](#) which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the ASCP Website and not interfere with the use and enjoyment of the ASCP Website by other users or with ASCP's operation and management of the ASCP Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the ASCP Website, including, without limitation, information required to be provided through an ASCP registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, ASCP reserves the right to terminate your access and use of the ASCP Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the ASCP Website, or defame or otherwise harm any party, including ASCP, through your use of the ASCP Website.

9. User-Generated Content. In some instances, ASCP may allow posting of third party content, including without limitation user content or content which you may create. ASCP does not claim ownership of content that you post on or through the ASCP Website, such as comments or posts that you submit on forums, blogs, or other websites ("User-Generated Content"). When submitting User-Generated Content, you will abide by any terms set by ASCP with respect to such submission, all of which terms are incorporated herein by reference. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to ASCP a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and create derivative works of the User-Generated Content, subject to ASCP's Privacy Policy. You agree to post or submit User-Generated Content for non-commercial purposes only, submit all materials in the English language, provide that all submissions are topic or article relevant, and that all content will be legible and comprehensible. With respect to content from the Site that you download under these Terms of Use, the authorization given herein is for a single copy of the material on the ASCP Site for your personal, non-commercial use, and only if you include the following copyright notice: "© 2018 ASCP, All Rights Reserved" and any other copyright and proprietary notices that are contained in the content. You agree that you will not upload any including any personally identifiable information (such as name, phone number, email address, social security number, etc.) or private health information to the Site and you agree that any upload is non-confidential for all purposes, and you release ASCP from any liability with respect to invasion of privacy, rights of publicity, or other similar right or tort action with respect to subsequent disclosure of such content (except for the rights you may have under the Privacy Policy).

10. Proprietary Rights. The content of the ASCP Website includes, without limitation, (i) ASCP's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "ASCP Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the ASCP Website (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "ASCP Content"). ASCP Content is the property of ASCP, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any ASCP Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from ASCP or the owner of such content if ASCP is not the owner. Any use of ASCP Marks without ASCP's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in ASCP Content, including any such notices appearing on any ASCP Content you are permitted to download, transmit, display, print, or reproduce from the ASCP Website.

11. Responsibility for Use of the Internet and the ASCP Website. Use of the Internet and the ASCP Website is solely at your risk and is subject to all applicable local, state, national and international

laws and regulations. ASCP does not guarantee the confidentiality or security of any communication or other material transmitted to or from the ASCP Website over the Internet or other communication network. ASCP shall not be obligated to correct or update the ASCP Website, ASCP Content or the User-Generated Content and ASCP shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the ASCP Website. You understand and agree that with using the Site, information will be transmitted over a medium (the Internet) that may be beyond the control and jurisdiction of ASCP. Accordingly, ASCP assumes no liability for or relating to the delay, failure, interruption, or corruption of data or other information transmitted in connection with the use of the Site.

12. Disclaimer. ASCP Content (including, without limitation User-Generated Content), such as text, graphics, images, and other material contained on the Site, is provided for **informational purposes only** and is not intended as medical advice, or as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition and never disregard such advice or delay seeking it because of something that you have read on the Site. If you think you may have a medical condition or an emergency, call your doctor or 911 immediately. ASCP does not recommend or endorse any specific tests, physicians, clinicians, protocols, procedures, products, opinions, or any other information that may be mentioned at the Site. Reliance on any information at the Site is solely at your own risk. Content at the site may not have been through relevant peer review or required governmental approvals and may also contain incidental inaccuracies. Additionally, to the fullest extent permitted by law and these Terms of Use, ASCP disclaims and makes no warranties or representations with respect to the information presented at the Site or the satisfaction of any governmental regulations requiring disclosure of information on prescription drug products or the approval of any procedures, protocols, or tools (including any software tools) with regard to the content at the Site. The diagnoses and/or treatments/protocols displayed on this Site can be made by a qualified health professional. Going through the list of symptoms provided at the Site or professional discussions at the Site with respect to either symptoms, conditions, or treatments may give you an idea of what types of issues to discuss with your health care provider, but you should not use any information contained on the Site to conclude that you, or someone else, does or does not have a specific medical condition, or what treatment to seek for any medical condition. The Site may contain health- or medical-related materials that are sexually explicit or offensive. If you find such materials offensive, you may not want to use the Site.

13. Patient Information. The ASCP Website, including any public forums which you may access via the ASCP Website, may contain confidential patient information ("Patient Information"). State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.

14. **Third Party Information.** The ASCP Website may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or other information made available by third parties such as content providers and other users of the ASCP Website are those of the respective third party and not of ASCP or its affiliates. ASCP makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

15. **Advertisers.** The ASCP Website may contain advertisements of third parties. The inclusion of advertisements on the ASCP Website does not imply endorsement of the advertised products or services by ASCP. ASCP shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the ASCP Website. Further, ASCP shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the ASCP Website. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

16. **Links to Third Party websites.** The ASCP Website may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which ASCP exercises no control. The appearance of any such third party links (provided by ASCP or by a third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to the ASCP Website, you do so entirely at your own risk.

17. **Links to ASCP Website and ASCP Content.** Links posted by third parties to the ASCP Website and/or ASCP Content may not use ASCP trademark or logo and shall not suggest that ASCP promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the ASCP Website shall be the responsibility of the linking party. ASCP reserves the right to require any linking party to disable or remove any link that violates ASCP's rights or causes interruption or deterioration of ASCP Content.

18. **Warranties Disclaimed.** THE ASCP WEBSITE AND ASCP CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER ASCP, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "ASCP PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) THE ASCP WEBSITE OR ASCP CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) ACCESS TO THE ASCP WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ASCP WEBSITE WILL MEET YOUR EXPECTATIONS; OR (iv) ASCP CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE ASCP WEBSITE. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING,

WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

19. Limitation of Liability. ASCP PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE THE ASCP WEBSITE AND/OR ANY ASCP CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE ASCP WEBSITE AND/OR ASCP CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE ASCP WEBSITE, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE ASCP WEBSITE; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ASCP WEBSITE; (vii) FROM ANY DELAY OR FAILURE OF THE ASCP WEBSITE ARISING OUT OF CAUSES BEYOND ASCP'S CONTROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, ASCP CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE ASCP WEBSITE (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO THE ASCP WEBSITE OR ASCP CONTENT.

In the event you are dissatisfied with, or dispute, these Terms of Use, the ASCP Website and/or ASCP Content, your sole right and exclusive remedy is to terminate your use of the ASCP Website, even if that right or remedy is deemed to fail of its essential purpose. You confirm that ASCP has no other obligation, liability or responsibility to you or any other party.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND ASCP'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless ASCP Parties from and against all claims arising from or in any way related to your use of the ASCP Website and/or ASCP Content, a violation by you of these Terms of Use, or any other actions connected with your use of the ASCP Website and/or ASCP Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs

and attorneys' fees. ASCP will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to ASCP Parties other than under this Section.

22. **Term and Termination.** These Terms of Use will take effect at the time you begin using the ASCP Website. ASCP reserves the right, with or without notice, at any time and for any reason to deny you access to the ASCP Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use ASCP website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the ASCP Website, including any ASCP Content, in your possession.

23. **Arbitration; Venue.** Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Nashville, Tennessee. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Tennessee and/or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. **EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.** ASCP reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue class action or classwide arbitration shall be brought only in the United States District Court for the Middle District of Tennessee or any State of Tennessee court located in Davidson County, Tennessee.

24. **Governing Law.** These Terms of Use and all matters regarding your use of the ASCP Website shall be governed by, construed in accordance with, and enforced under the laws of the United States of American and the State of Tennessee applicable to contracts made and executed and wholly performed in the State of Tennessee, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded.

Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. **Waiver and Severability.** The failure of ASCP to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and ASCP relating to the ASCP Website and its use by you, and supersedes any previous written or oral communication regarding use of the ASCP Website.

27. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the ASCP Website, please visit our "Contact Us" page.

28. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the ASCP Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. **Use of ASCP Website and ASCP Content outside of the United States.** ASCP makes no claims regarding access or use of the ASCP Website or ASCP Content outside of the United States. If you use or access the ASCP Website or ASCP Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

30. **Notice and Takedown Procedures/Copyright Agent.** If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting ASCP's copyright agent (identified below) and providing the following information:

- a) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c) Your name, address, telephone number and (if available) e-mail address.
- d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

- f) A signature or the electronic equivalent from the copyright holder or authorized representative.
- g) ASCP's agent for copyright issues relating to this web site is as follows:

ASCP
Attn: Office of Privacy
5034 Thoroughbred Lane
Or call: 615-324-2365

In an effort to protect the rights of copyright owners, ASCP maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

We thank you for your cooperation and agreement. We hope you find the ASCP Site helpful and convenient to use. Questions or comments regarding this Site, including reports of non-functioning links, may be submitted using our "Contact Us Form" or via email at info@ASCPP.org.