

# ASIS&T Terms of Use

## 1. SCOPE OF AGREEMENT

This Terms of Use Agreement ("Agreement") by and between the Association for Information Science and Technology ("we", "us", "our" or "ASIS&T") and you ("you" , "your" or "User") governs your use of the [www.asist.org](http://www.asist.org) web site ("Site") together with all information, content, products, materials and services made available to you through the same by us and/or third parties (which together with the Site shall be collectively referred to as the "Services"). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Services in any manner.

When we refer to the "use" of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. These terms and conditions, together with the other terms of use applicable to other ASIS&T-owned or controlled web sites and any other policies, rules and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation our [Privacy Policy](#), constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Services.

ASIS&T reserves the right to modify the terms of this Agreement at any time, and will post a notice of such changes. The changes become effective immediately upon posting (the "Effective Date"). If any change to the Agreement is not acceptable to you, you must stop using the Services. Your use of the Services after the Effective Date shall constitute your acceptance of such changes. If we make any new products or services available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You must also comply with any additional terms which apply to third-party content, material, information, software or other services.

## 2. DEFINITIONS

2.1 The term "Collaborative Content" refers to User Content posted on or to the Interactive Services sections of the Site for the purposes of collaboration with other Users.

2.2 The term "Interactive Services" refers to message boards, chat boards, blogs, virtual communities, and other interactive media made available by ASIS&T available via the Site.

2.3 The term "ASIS&T Intellectual Property" refers to, all text, graphics, images, trademarks, logos, button icons, programs, software and other data, content,

information and materials, tangible and intangible, and all intellectual property rights in and to the same which are owned by ASIS&T or licensed to ASIS&T by third parties. This includes but is not limited to ASIS&T Content and ASIS&T Trademarks.

2.4 The term "ASIS&T Trademark(s)" refers to all trademarks and service marks owned by ASIS&T, as defined by 15 U.S.C. § 1127.

2.5 The term "ASIS&T" refers to Association for Information Science & Technology.

2.6 The term "ASIS&T Content" refers to copyrighted content owned by ASIS&T or other copyrighted content owned by third-party partners of ASIS&T.

2.7 The term "Services" refers to all information, content, products, materials and services made Available to you by ASIS&T and/or affiliated third parties via the Site

2.8 The term "Site" refers to the website [www.asist.org](http://www.asist.org), which is owned and operated by Association for Information Science & Technology.

2.9 The term "User Content" refers to all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials posted on or to the Interactive Services sections of the Site by Users.

2.10 The terms "you", "your" and/or "user" refer to any individuals and/or entities accessing the Site for any reason.

### **3. OWNERSHIP AND USE OF ASIS&T INTELLECTUAL PROPERTY**

3.1 **Ownership and Use.** ASIS&T Intellectual Property, which excludes the User Content you upload, post or otherwise transmit via Interactive Services (the "ASIS&T Intellectual Property"), is owned by ASIS&T or licensed to us by our third-party partners. ASIS&T Intellectual Property does include, however, any content developed and/or posted via the Interactive Services that has been created in whole or in part by ASIS&T. You have no rights in or to such ASIS&T Intellectual Property and you agree you will not copy, retransmit, reproduce, publish, create derivative works based upon or otherwise transmit any ASIS&T Intellectual Property, except as specifically permitted under this Agreement.

3.2 **ASIS&T Content.** As a courtesy to our customers and members, we have posted to the Site certain ASIS&T Content. Unless otherwise specifically set forth on the Site or we give you written permission, you may only access and download the ASIS&T Content for your personal use, and you agree you will not alter, erase or otherwise obscure our copyright, proprietary or other notices on the ASIS&T Content. You acknowledge and agree that the ASIS&T Content is made available for informational and educational purposes only without representation or warranty of any kind and is not a substitute for legal advice or your professional judgment. Your reliance upon ASIS&T Content obtained by you on or through the Services is solely at your own risk. All rights not expressly granted in this Agreement are reserved to ASIS&T.

**3.3 Permission to Use ASIS&T Content.** You may request permission to reproduce all or a portion of ASIS&T Content owned by ASIS&T via the [contact us form](#). We reserve the sole discretion to determine whether, and upon what terms, ASIS&T Content will be licensed. Depending on the nature and scope of intended use licensing fees may apply.

#### **4. LINKS**

4.1 Links to Third Party Sites. As a courtesy to Users, we may provide links to other websites or resources owned and operated by third parties. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services made available on or through any such site or resource.

#### **5. MESSAGE BOARDS, CHAT BOARDS, BLOGS, VIRTUAL COMMUNITIES and OTHER INTERACTIVE MEDIA ("INTERACTIVE SERVICES")**

5.1 In connection with your use of the Services, you may have access to and use of discussion groups, chat rooms, message boards, blogs, virtual communities, wikis and other collaborative websites, and other interactive functionality ("Interactive Services"). If you participate in or use any Interactive Services, you are responsible for User Content you upload, post, link to or otherwise transmit (collectively "transmit") and the consequences thereof. If you choose to transmit any User Content using such Interactive Services, you agree that you own or have a license to post the User Content to the Site and do so solely for lawful purposes and in compliance with all applicable laws. You expressly agree that we have no responsibility for or control over the User Content you may transmit using these Interactive Services. Additionally, we do not represent, warrant or guarantee the truthfulness, accuracy, quality, or reliability of any of the User Content posted, displayed, linked to or otherwise transmitted via any Interactive Services. We also do not endorse any opinions expressed in or through any Interactive Services. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

Although we do not actively monitor, regulate or pre-screen your use of the Services, we reserve the unconditional right (but not the obligation) to remove, move or edit any User Content we consider in our sole discretion to be harmful, offensive, disruptive, in violation of law, regulation or any agreement, including, without limitation, which is or may be in violation of this Agreement. We have no liability or responsibility to you or any other person or entity for performance or nonperformance of such monitoring activities.

Additionally, you agree to:

not post, email, upload, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

not impersonate any person or entity;

not post, email, upload, transmit or otherwise make available any content that harms minors in any way;

not forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;

not post, email, upload, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

not post, email, upload, transmit or otherwise make available any content that infringes the intellectual property rights of any party;

not post, email, upload, transmit or otherwise make available any content comprising any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;

not post, email, upload, transmit or otherwise make available any content comprising any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;

not interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

not intentionally or unintentionally violate any applicable local, state, national or international law;

not provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

not "stalk" or otherwise harass any person;

not collect or store personal data about other users; or,

not advertise or solicit anyone to buy or sell products or to make donations of any kind absent prior written approval from ASIS&T, as set forth in more detail in Section 6 below.

not to make negative or disparaging references to ASIS&T, its services or its members or otherwise compare ASIS&T, its services or its members unfavorably to others

**5.2 License to ASIS&T.** You hereby grant to ASIS&T a non-exclusive, worldwide, royalty-free, irrevocable perpetual license (with right to sublicense) to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Content you submit via the Interactive Services by all means and in any media now known or hereafter developed, solely for the purposes for which such User Content was submitted. ASIS&T will not use this User Content for any purpose other than the purpose(s) for which it was submitted unless you agree to such use. You retain ownership of User Content you submit and ASIS&T does not obtain ownership in or to such User Content (or in the case of third-party owned User Content submitted by you with the owner's permission, the third party retains ownership).

**5.3 Use of Content Posted by Other Users.** Copyright in the User Content posted, with the exception of Collaborative Content, shall remain with the User or third party who has posted or consented to posting the User Content on the Site. You have no rights in or to such User Content posted by other Users and you agree you will not copy, reproduce, publish, create derivative works based upon or otherwise retransmit any User Content without the express written permission of the owner of such User Content.

Collaborative Content posted by Users for the purposes of collaboration may be modified, reproduced, distributed, transmitted or otherwise used by other Users and is not subject to the limitations on User Content listed in the paragraph above. Such Collaborative Content shall be considered in the public domain and freely available to be used, distributed or modified by the other Users of the Site. For the purposes of distinguishing User Content from Collaborative Content, any Collaborative Content shall be clearly marked as such and/or shall be submitted via areas of the Site facilitating User collaboration.

## **6. COPYRIGHT COMPLIANCE AND COMPLAINTS**

6.1 ASIS&T respects the intellectual property rights of others. ASIS&T may, under appropriate circumstances and at its discretion, disable and/or terminate access to or use of the Service for those users who may be infringing the intellectual property rights of others. You agree to abide by the terms of the Digital Millennium Copyright Act (DMCA) and refrain from the following: (a) circumventing ASIS&T's access control measures to copyrighted works; (b) posting or otherwise offering circumvention technology through ASIS&T's website or web services; (c) posting links or references to an online location that contains circumvention technology; or (d) engaging in other

activities in violation of the DMCA. ASIS&T has the right to terminate the membership of any User found in violation of the DMCA or other provision of the copyright laws.

6.2 In compliance with the DMCA's notice-and-takedown provision, ASIS&T's policy for removing infringing content and terminating subscribers who are repeat offenders is as follows:

A copyright owner who believes his/her work has been used on the Site in any manner that constitutes copyright infringement must notify ASIS&T's designated agent by [written notice](#). The notice must include the following information: (a) the owner's name, address, telephone number, email address, and an electronic or physical signature; (b) a description and a copy of the work that is allegedly being infringed, or a website where the work may be found; (c) identification of the location of the infringing material on the Site; (d) a statement that the owner has a good faith belief that the use of the copyrighted material was not authorized by the owner or his/her authorized agent; and (e) a statement, under penalty of perjury, that the information in the notification is accurate and made by the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf. Upon receiving the proper notification, ASIS&T will remove, or disable access to, the allegedly infringed material from the Site.

6.3 ASIS&T's copyright agent for notices of claims of copyright infringement is Lydia Middleton and can be reached at [lmiddleton@asist.org](mailto:lmiddleton@asist.org).

## **7. COMPLIANCE WITH THE CAN-SPAM ACT AND GDPR REGULATION**

7.1 The User agrees to abide by the CAN-SPAM Act (15 U.S.C. §§7701-13) when utilizing the Site and contacting other users by email. The User may not use the Site, including, but not limited to the Interactive Services, to bombard individuals or groups with uninvited commercial email, sexually explicit commercial email, or engage in other activities in violation of the CAN-SPAM Act, such as, but not limited to: (a) harvesting email addresses from the Site; (b) falsifying or using misleading header information; or (c) using deceptive subject lines. The User may not promote ASIS&T's products or services through uninvited commercial emails without the express written consent of ASIS&T.

7.2 ASIS&T will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind resulting from users' failure to adhere to the CAN-SPAM Act or any other applicable laws. The User agrees to indemnify, defend, and hold harmless ASIS&T, its affiliates, officers, directors, employees, consultants, and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys' fees) arising from the User's activities in violation of the CAN-SPAM Act or any other applicable laws. The terms of this Agreement will inure to the benefit of ASIS&T's successors, assignees, and licensees. The User covenants to cooperate fully in the defense of any claim. However, ASIS&T reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise



subject to indemnification by User and User shall not in any event settle any matter without the written consent of ASIS&T.

## **8 COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION**

8.1 The User agrees to abide by the General Data Protection Regulation (GDPR) when utilizing the Site and contacting other users by email. The User may not use the Site, including, but not limited to the Interactive Services, to bombard individuals or groups with uninvited commercial email, sexually explicit commercial email, or engage in other activities in violation of the GDPR, such as, but not limited to: (a) harvesting email addresses from the Site; (b) falsifying or using misleading header information; or (c) using deceptive subject lines. The User may not promote ASIS&T's products or services through uninvited commercial emails without the express written consent of ASIS&T.

8.2 ASIS&T will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind resulting from users' failure to adhere to the GDPR or any other applicable laws. The User agrees to indemnify, defend, and hold harmless ASIS&T, its affiliates, officers, directors, employees, consultants, and agents from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, attorneys' fees) arising from the User's activities in violation of the GDPR or any other applicable laws. The terms of this Agreement will inure to the benefit of ASIS&T's successors, assignees, and licensees. The User covenants to cooperate fully in the defense of any claim. However, ASIS&T reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without the written consent of ASIS&T.

## **9. REGISTERED USERS ACCOUNT, PASSWORD AND SECURITY**

9.1 In consideration of your use of the Site, you represent and warrant that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant portions of the Site (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ASIS&T has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ASIS&T has the right to suspend or terminate your access to the Site and refuse any and all current or future use of the Site, or any portion thereof.

9.2 You are solely responsible for maintaining the strict confidentiality of your User IDs and passwords and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your User IDs/passwords, your disclosure of your User IDs/passwords, or your authorization to allow another person to access and use the Services using your User IDs/passwords. You agree to immediately notify us if you become aware of any

unauthorized use of your User IDs/passwords or other need to deactivate a User ID/password due to security concerns.

## **10. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONTENT ON THE SITE (INCLUDING BUT NOT LIMITED TO ALL ASIS&T INTELLECTUAL PROPERTY, TEXT, MATERIALS, SOFTWARE, FUNCTIONS, SERVICES, AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) IS PROVIDED **AS IS**, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL ASIS&T BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE INTERACTIVE SERVICES. ASIS&T DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED ACCESS TO THE SITE, OR ANY SITE LINKED TO THE SITE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THIS SITE AND ANY INFORMATION ON THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **11. LIMITATION OF LIABILITY AND RELEASE**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ASIS&T, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SITE AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASIS&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE SITE OR THE SERVICES, OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR



OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

## **12. INDEMNITY**

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

## **13. RIGHT TO TERMINATE AND/OR TO BLOCK ACCESS**

ASIS&T reserves the right to terminate, block or restrict your access to or use of the Site for any breach or violation of any term(s) of this Agreement. In such event, we may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

## **14. ASSIGNABILITY**

This Agreement is personal to you, and you may not assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of ASIS&T.

## **15. WAIVER**

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

## **16. SEVERABILITY**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

## **17. SURVIVAL OF TERMS**

Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

## **19. LIMITATION ON ACTIONS**

You agree that regardless of any applicable law providing for a statute of limitations to the contrary, any claim or cause of action arising out of or related to the use of the Site or Services, or otherwise relating to this Agreement, must be filed within one (1) year after the claim or cause of action arose, or will be forever barred.

## **20. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement, including any terms/conditions posted by Users via the Interactive Services.

*Last Updated 5/9/2018*