



RESEARCH
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Listserv Terms of Use

Effective: February 2012

As a condition of initial and continuing participation in, and access to, the American Pain Society "APS" Listserv (hereinafter, the "Listserv"), APS requires those members wishing to participate to accept and adhere to the terms of the following Access Agreement.

Rules

1. APS has made the Listserv available to interested members for the purpose of providing a forum for the exchange of information around the special interest topics relating to pain education, research and treatment. Any posted information must be related to the purposes of the Listserv.
2. Members must comply at all times with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Electronic Security Rule ("Security Rule") established by the U.S. Department of Health and Human Services to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Information posted to the Listserv will not be treated as confidential and, therefore, should not identify any patient by name or other identifying features, characteristics or any other individually identifiable Patient Health Information, as defined under the Privacy Rule. In fact, since any information posted to the Listserv may be downloaded, reproduced, and disseminated without the knowledge of the sender(s), members should use extreme care when posting or sending such information.
3. Postings should not be: (i) recommendations or endorsements of a course of treatment for a particular patient; (ii) professional opinions or advice; or (iii) practice guidelines or other policies intended to supplant a physician's judgment with respect to particular patients or clinical situations. Postings are provided for informational purposes only to facilitate discussion on a given topic.
4. Members should exercise both common sense and courtesy in submitting comments or materials for posting on the Listserv ("Submissions"). Inappropriate Submissions would include, for example, comments or materials that:
 - (i) make false or defamatory statements about others;
 - (ii) are obscene, vulgar, abusive, hateful or threatening;
 - (iii) harass or discriminate on the basis of race, religion, nationality, ethnicity, gender, sexual preference or other factors; or
 - (iv) are invasive of the privacy rights of others (e.g., by including addresses, telephone numbers or other personal information about third persons without their consent).Anyone who believes that a posted message is objectionable is encouraged to immediately notify the APS Listserv Administrator.
5. Members are prohibited from using the Listserv to communicate with competitors about prices, terms of service, to exchange practice management or any other proprietary information with anyone involved in the management of physician practices, or otherwise communicate in a manner that may violate federal or state antitrust laws.
6. Due to APS's status as a tax-exempt organization and the legal limitations on its activities, postings may not contain comments or materials supporting or opposing any candidates for political office or otherwise relating to political activity or activity inconsistent with APS's purposes.

7. Members are prohibited from posting commercial messages advertising or selling goods or services.
8. Members must respect the security of the Listserv and may not attempt to gain access to areas private to APS or other members. A member may not upload, post or transmit any material containing software viruses or any other computer code, files or programs designed to interrupt or limit the functionality of the APS's Web site, computer software or hardware, or telecommunications equipment. Members may not attempt to decompile, reverse engineer, modify or hack the Web site or underlying software to defeat or overcome any encryption or digital rights management technology implemented by the APS, or to harm, disable, overburden, misuse or interfere with any other party's use of the Listserv or the APS Web site, servers, networks or systems.
9. Members are prohibited from using the Listserv for illegal purposes or in any manner that violates the APS bylaws or any other policies, procedures, rules or regulations of APS.
10. APS believes that anonymous postings are neither necessary for purposes of this Listserv nor consistent with the professional level of dialogue expected. Therefore, the member's name (which must be provided) will be posted with any and all postings.
11. APS shall deny access to the Listserv to any member who has not agreed to the terms of this Access Agreement and reserves the right to terminate access to any member who does not abide by such terms.

Intellectual Property Rights

User Postings:

- a. Members may not post material or content that infringes any third-party's rights. By posting material on the Listserv, you warrant that the material does not violate any copyright, proprietary or personal rights or others; that you have obtained all necessary permissions to reproduce or use any materials for which you are not the copyright owner; the materials you post will not identify, by name or otherwise, suggest the identify of or present a recognizable likeness of any patients or others; and the materials will otherwise comply with the Terms.
- b. By posting on the Listserv, you grant APS a non-exclusive, perpetual, irrevocable, royalty-free worldwide license to reproduce, communicate, re-publish, edit, adapt, display or otherwise use your postings as we see fit, including the right to sublicense or transfer to others at our discretion. You also may have moral rights, so you consent to your postings being altered, edited or adapted so we can use them under our license in any way we deem appropriate. Once you have made a posting, you cannot withdraw or retract the license and consents.
- c. By posting on the Listserv, you acknowledge that the material is not confidential and agree that other users of the may copy, use, transmit, modify, distribute and display the content you post.

APS's Right to Monitor and Administer the Listserv

APS reserves the right to monitor and administer the Listserv and, at its sole discretion, to refuse to post any Submissions received or to remove Submissions that have been posted to the Listserv. APS also reserves the right to disallow the use of any particular screen name or e-mail address, or to terminate any member's posting privileges at any time.

Privacy Policy

Information that members provide to APS or that APS collects about members through their access to and use of the Listserv is subject to APS's [Privacy Policy](#), the terms of which are incorporated by reference into this Access Agreement.

Limitation of Liability and Indemnification

Any views expressed on the Listserv are those of the individual participants. They do not and should not be construed as representing the views of APS. APS makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted to the Listserv, whether posted by APS or any third party, and APS assumes no responsibility or liability regarding the use or misuse of such information for any purpose. The information, opinions, and recommendations presented within the Listserv are for general information only. Such information should not be considered professional advice and is not intended to replace consultation with a qualified professional. Moreover, APS makes no warranty that the Listserv, or any computer, server, device, software, or other technology associated with the Listserv, is free of viruses, worms, or other elements or codes that manifest contaminating or destructive properties. Unless specifically stated otherwise, APS does not endorse, approve, recommend, or certify any information, product, process, service or organization presented or mentioned on the Listserv, and information from the Listserv should not be referenced in any way to imply such approval or endorsement.

Nevertheless, APS retains the right to monitor posted information and decline to post and/or remove messages or materials that it believes do not comply with the terms of this Access Agreement or are not in the best interests of APS. The site and the content are provided “as is” and “as available”. APS expressly disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Each member having access to the Listserv shall indemnify and hold APS harmless from and against any and all liability, claims, damages, losses, costs and expenses (including reasonable attorney’s fees) relating to his or her acts or omissions or to materials or information he or she transmits in connection with the use of the Listserv.

Choice of Law

This Agreement shall be governed in all respects by the laws of the State of Illinois irrespective of its choice of laws rules. In addition, members consent to be subject to the exclusive jurisdiction of the state and federal courts of Cook County, Illinois in the event of any dispute between the parties, and members and APS hereby consent to the personal jurisdiction of such courts over them.

Amendment

APS reserves the right to modify the rules of this Access Agreement as they determine from time-to-time in the best interests of APS, provided all members are notified prior to any such change.

Please exit now if you do not agree to these terms and conditions.

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