



## Terms of Use

[www.neurocriticalcare.org](http://www.neurocriticalcare.org)

Version 1.0 Dated: July 8, 2009

This web site (the “Site”) is owned and operated by the Neurocritical Care Society (“NCS”) and allows you access to a wide array of information and resources on the care, treatment and research related to life-threatening neurological illnesses provided by us and third parties.

### Changes in Terms of Use

We reserve the right to revise and update these Terms of Use. Any such revisions will be effective on the date of posting to the Site. Your use of the Site following any such revisions will be deemed your acceptance of such revisions. You should periodically visit the Site to review the current terms to which you are bound.

### No Medical Advice

The information posted here by the NCS or any third party is intended for informational purposes only, should not be considered medical advice and is not intended to replace consultation with a qualified medical professional. You should consult your medical provider directly regarding your health and any specific medical questions you may have.

### Restrictions on Use

You may not, and may not knowingly allow any third party to: (a) reverse-engineer, disassemble, decompile, reproduce, transcribe, translate into any language or computer language, re-transmit in any form by any means, resell, or redistribute the Site or its content without our prior written consent, or (b) reverse engineer or attempt to discover any underlying ideas, source code, processes, techniques, technology, design, formula, engineering, or algorithms of the Site.

### User Conduct

You understand and agree not to use the Site to:

- Post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- Use the Site for any illegal purpose, including but not limited to conspiring to violate laws.
- Falsely state, impersonate, or otherwise misrepresent your identity, misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- Upload, post, email, transmit or otherwise make available 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.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Site.
- 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.

### Monitoring and Enforcement

While we have the right to monitor activity and content associated with the Site, we are not obligated to do so. Because we do not, and may not have the ability to, control or actively monitor content we do not guarantee its accuracy, integrity or quality. Because

community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our web site, you may be exposed to content that you find offensive or objectionable. You can contact us to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will we 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, access to, or denial of access to any content on the web site.

### **Member Areas**

To become a member and access certain areas on the Site requiring membership, you must register as a member. Children under the age of 13 are prohibited from registering as members. By registering as a member you represent that you are 13 years of age or older.

### **Patient Information**

Federal and state 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 applicable laws governing 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.

### **Copyright**

NCS respects the intellectual property rights of others and prohibits users of this site from uploading, posting or otherwise transmitting on the site any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement, we promptly remove or disable access to the allegedly infringing material, block and/or terminate any accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on this site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent identified below.

### **Notification of Alleged Copyright Infringement**

To notify NCS of content that infringes your intellectual property rights or is otherwise unlawful, please provide NCS with the following information:

- Your name, address, telephone number and email address;
- A brief description of the content that you claim either infringes your intellectual property rights or is otherwise unlawful, specifying which portions of the content you believe infringes your intellectual property rights, or are unlawful, and which parts you believe should be removed;
- A description of the exact location of the allegedly infringing content on this web site; and
- (In the event you believe that the content in question infringes your intellectual property rights): A brief statement specifying the intellectual property rights you assert, and why the content in question infringes those rights; or
- (In the event you believe that the content in question is otherwise unlawful): A statement specifying in detail which laws you believe are being breached, and why the Specified Content does so;

When we receive a notice that complies with the above requirements, we will evaluate the information you provide (including, if appropriate, forwarding the notice to, or otherwise contacting the source of the content in question), and if appropriate in our judgment, remove or disable access to the content in question. In such case, we may notify the source of the content in question of your complaint and our action taken. In some cases, if the source of the content in question provides us with information indicating that the content in question should not have been removed, we may reinstate the content.

You may want to seek the advice of independent legal counsel before filing a notice or responding to a notice filed by someone else.

### **Designated Agent**

ATTENTION \_\_\_\_\_  
Neurocritical Care Society  
5841 Cedar Lake Road, Suite 204  
Minneapolis, MN 55416

Telephone: (952) 646-2034

Fax: (952) 545-6073

Email: [example: [copyright@neurocriticalcare.org](mailto:copyright@neurocriticalcare.org)]

Please note that, for security reasons, attachments cannot be accepted. Accordingly, any notification submitted electronically with an attachment will not be evaluated.

#### **Termination of Access**

You agree that NCS may, with or without cause, immediately terminate your access to the Site without prior notice. Without limiting the foregoing, the following may lead to a termination by NCS of a user's access to the Site: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated), and (d) unexpected technical issues or problems. Termination of your access includes removal of access to all offerings within the Site and may also bar you from further use of the Site. Furthermore, you agree that all terminations shall be made at NCS' sole discretion and that NCS shall not be liable to you nor any third party for any termination of your account or access to the Site.

#### **Links to Other Sites**

The Site and its content may contain links to web sites operated by third parties. These links are provided solely for convenience and reference purposes only. The inclusion of any such link does not imply that we endorse the content of any web site to which the Site provides a link, nor are we liable for your reliance on or use of any information or materials contained in them.

#### **Warranty Disclaimer**

While efforts have been made to keep the Site's content as accurate as possible, the Site's content may contain inaccuracies. Therefore, we do not guarantee the reliability, accuracy, completeness or appropriateness of any information or content on the Site or make any representations about the results that may be obtained from the use of the information and/or content on the Site. The use of the information and content on the Site is at your own risk. THE INFORMATION AND CONTENT ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **Limitation of Liability**

In no event shall we be liable to anyone for any delays, inaccuracies, errors or omissions with respect to the Site or the transmission or delivery of all or any part thereof, for any damage arising thereof, or any results obtained from the use of the Site.

#### **Governing Law and Forum for Disputes**

The existence of the Site is not intended and should not be construed to mean that we are conducting business in all states of the United States of America, or that we consent or submit to the personal jurisdiction of the state or federal courts in any state in the United States, except the State of Minnesota. Any claim or action arising directly or indirectly from the use of the Site shall be construed in all respects under the laws of the State of Minnesota and must be brought in the state and federal courts located in Minneapolis, Minnesota, exclusive of its choice of law or conflict of laws provisions.