

LISTSERV TERMS OF SERVICE

Introduction

These Terms of Service govern use of the Listserv. Any person viewing, commenting, or otherwise using the Listserv thereby agrees to these Terms of Service. If any person does not agree, then he or she may not use the Listserv.

These Terms of Service are subject to change by the Association of Program Directors in Surgery (APDS), and use of the Listserv after such changes are implemented constitutes acknowledgment and acceptance of the changes.

Rules of Participation

All comments and materials posted to the Listserv should be related to discussions within the field of surgical education and should be civil, professional, and businesslike.

The following are prohibited:

- Abusive, profane, threatening, racist, sexist, sexually explicit, and similarly offensive comments;
- Comments that defame or disparage an individual, institution, or product;
- Comments that encourage or facilitate an agreement among competitors or potential competitors regarding pricing, market share, boycotts, or similar matters;
- Commercial advertising, as well as solicitations for donations; and
- Information or other material protected by copyright or patent without the permission of the copyright or patent owner..

Monitoring and Editorial Control

APDS does not regularly monitor the Listserv, nor does it vet comments prior to, or after, being posted. While APDS reserves the right to block or remove any comment in APDS's discretion, APDS has no obligation to do so.

If any person believes they may be harmed by comments on the Listserv that may be defamatory or disparaging, such person may contact APDS and request that the comments be removed.

Disclaimer and Limitation of Liability

Users must determine for themselves the truthfulness, accuracy, and reliability of communications posted on the Listserv. APDS makes no representations or warranties in this regard.

APDS is not be liable for any direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, arising from the Listserv or any comments on the Listserv even if APDS has

been advised of the possibility of such damages. Without limiting the foregoing, in no event will the liability of APDS to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed \$100.

Intellectual Property Rights.

APDS owns all right, title and interest in and to the Listserv, including all intellectual property rights.

Any person posting comments thereby grants to APDS the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display those comments and to incorporate the same in other works in any form, media, or technology now known or later developed. Association will not be required to treat any comments as confidential, and may use any postings in its operations or business without incurring any liability for royalties or any other consideration of any kind.

Termination; Suspension.

APDS may, in its sole discretion, at any time and for any reason, terminate the Listserv or suspend or terminate any person's privilege to use the Listserv.

Choice of Law; Jurisdiction; Forum.

These Terms of Service will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of laws provisions. Any claims, legal proceeding or litigation arising in connection with the Listserv will be brought solely in Alexandria, Virginia.

DCMA Notice Provisions.

It is the policy of APDS to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. Any person who believes their copyright has been infringed on the Listserv, please contact APDS at apds@mindspring.com and please include the following information in your written notice:

- (1) a detailed description of the copyrighted work that is allegedly infringed;
- (2) a description of the location of the allegedly infringing material;
- (3) contact information, including address, telephone number, and email address;
- (4) a statement of a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
- (5) a statement, made under penalty of perjury, affirming that the information in the notice is accurate and that the person submitting the notice is authorized to act on the copyright owner's behalf; and
- (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.