



## Sepsis Alliance Connect- Terms of Service

**IMPORTANT- PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES AND OBLIGATIONS.**

Welcome to Sepsis Alliance Connect (the "Service"), a service of Sepsis Alliance in partnership with Selfhelp Community Services, Inc. ("Selfhelp"). The Service is a tool to connect you to other members of the community as well as informational resources available from Sepsis Alliance and elsewhere on the world-wide web.

**These Terms of Service govern your rights and obligations concerning use of the Service. Please read these Terms of Service carefully. If you do not agree with these terms, please do not use Service.**

### General

These Terms of Service form a legal agreement between you and Sepsis Alliance. By accessing, browsing, or using this Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and to comply with all applicable laws and regulations. Sepsis Alliance may provide upgrades and updates to the Service from time to time. Any modifications will be made in the sole discretion of Sepsis Alliance without notice to you. This Service and its content may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or used for the creation of derivative works without Sepsis Alliance's prior written consent, except that Sepsis Alliance grants you non-exclusive, non-transferable, limited permission to access and display the Web pages within this site, solely on your computer or other device and for your personal use of this Service. This permission is conditioned on your not modifying the content displayed on this site, your keeping intact all copyright, trademark, and other proprietary notices, and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth in this site. However, any software and other materials that are made available for downloading, access, or other use from this Service with their own license terms, conditions, and notices will be governed by those terms, conditions, and notices. Your failure to comply with the terms, conditions, and notices on this site may result in automatic termination of any rights granted to you, without prior notice. In that event, you

must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission granted in these Terms of Service, Sepsis Alliance does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another web site or in any other media.

### **Changes to these Terms of Service or Web Site**

Sepsis Alliance may change or modify these Terms of Service from time-to-time without notice other than posting the amended Terms on the web site. The amended Terms will automatically be effective when posted on our web site. Your continued use of our Service after any changes in these Terms of Service shall constitute your consent to such changes. Sepsis Alliance reserves the right to change, modify or discontinue, temporarily or permanently, the Service (or any portion of it), including any and all content contained within the Service, at any time without notice. You agree that Sepsis Alliance will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service (or any portion of it).

### **Certain Disclaimers**

The Service may contain content of third parties and is not promised or guaranteed to be correct, current, or complete, and may contain inaccuracies or errors. Sepsis Alliance and its representatives assume no responsibility (and expressly disclaim responsibility) for updating the Service to keep information current or to ensure the accuracy or completeness of any posted information. Sepsis Alliance provides no assurances that any reported problems within the Service will be resolved by Sepsis Alliance, even if Sepsis Alliance elects to provide information with the goal of addressing a problem.

### **User Obligations**

You are solely responsible for the information that you upload, publish or display on or through the Service. Except as expressly provided in the Privacy Policy, in consideration of your use of the Service, you agree to provide accurate, current and complete information within the Service and to be fully responsible for all use of the Service. You also acknowledge and agree that if Sepsis Alliance concludes that you have violated these Terms, your rights to use the Service and participate in its communities may be suspended or terminated.

We ask that all members abide by the Terms of Service. This set of guidelines and rules will help the community function in a cohesive and inclusive manner. Sepsis Alliance staff and volunteers will guide the community using the Terms of Service. Please be respectful of the staff and volunteers as they enforce the Terms of Service.

The Service is a network that relies on self-regulation. The staff and volunteers with Sepsis Alliance cannot monitor all messages in real time. Sepsis Alliance is not responsible for the content shared

by members and cannot vouch for or warrant the accuracy, completeness, or usefulness of anything shared. Sepsis Alliance staff and volunteers reserve the right to edit or remove content that does not comply with the Terms of Service or does not seem to be appropriate to the Service.

Please read all the points listed below to familiarize yourself with the Terms of Service.

- o You agree not to repost, distribute, or share information shared on the Service without express permission from the initial poster and all those involved in the conversation.
- o You agree that if sharing a story on someone else's behalf, the person the story is about must be aware and consent to having the story shared. This consent must be in writing and signed by the individual or authorized representative and available should Sepsis Alliance request it.
- o You agree that if sharing the story of someone who is deceased, the contributor should be an immediate family member or have permission from an immediate family member, if one is available. The contributor shall provide written proof of his/her relationship and the appropriate individual's written and signed consent should Sepsis Alliance request it.
- o You agree not to share personal information about other participants.
- o You agree not to use profane, obscene, or defamatory language, nor will you engage in name-calling.
- o You agree not to share libelous information about a person, healthcare facility, or entity.
- o You agree not to share names of facilities or individuals (such as doctors, nurses, and other healthcare professionals).
- o You agree to civilly discuss disagreements or differing points of view on a topic.
- o You agree not to advertise any service, product, or marketing opportunities on the Service, nor solicit members outside of the Service
- o You agree not to spam the Service nor any members outside of the Service.
- o You agree not to share copyrighted material (print or image) on the Service without permission from the author or creator.
- o You agree not to hold Sepsis Alliance responsible for any content shared by other members.

In order to maintain trust within the Service, Sepsis Alliance asks that members report any issues that concern them or break the Terms of Service.

If Sepsis Alliance deems that a participant's behavior runs counter to the Terms of Service, warnings will be issued, although Sepsis Alliance reserves the right to immediately disable the participant's account if the situation is warranted.

In addition, you agree not to use the Service to:

1. infringe or misappropriate the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets and patents;
2. sell, publish, distribute, retransmit, transfer, display, modify, create derivative works, or in any way exploit content placed within the Service, or any portion of it;

3. damage, disable, overburden or impair the Service or any equipment given to you to use the Service;
4. upload, post, transmit, share 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;
5. intimidate or harass another person;
6. threaten harm to yourself or others;
7. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
8. advertise, transmit, store, post, display or otherwise make available obscene or offensive speech or material; or
9. engage in activities, whether lawful or unlawful, that Sepsis Alliance determines in its sole discretion to be harmful to other users of the Service, its operations, or Sepsis Alliance's reputation, goodwill or customer relations or which may expose Sepsis Alliance, its licensees or its licensors or users to any harm or liability of any type.

### **Participation with the Service**

Sepsis Alliance does not monitor the Service on a continuous basis. Sepsis Alliance cannot assure that your participation with the Service, including but not limited to questions, comments, or suggestions will be acknowledged by Sepsis Alliance or third parties or receive a response. Subject to Sepsis Alliance's Privacy Policy and applicable law, by your submission you grant Sepsis Alliance an unrestricted, irrevocable right to use, reproduce, display, perform, modify, transmit, and distribute such information. Any personally-identifiable or protected health information that you submit to Sepsis Alliance utilizing the Service will be handled in accordance with our Privacy Policy and applicable law.

### **Content**

Sepsis Alliance makes available interactive events among participants of the Service and a selection of informational resources, which comprise portions of the content contained on the Service. Although Sepsis Alliance routinely contacts its sources for programmatic changes impacting the content on the Service, Sepsis Alliance does not validate, error check or otherwise confirm the truth, accuracy or timeliness of content that is provided to Sepsis Alliance and is posted on or generated through the Service; or review, edit, censor, or warrant the quality or accuracy of content that is provided to us that users may acquire from the Service. By making use of the Service, you acknowledge that Sepsis Alliance does not provide any warranty or representation concerning the accuracy or completeness of the content generated by the Service.

### **Physical Activity**

Exercise is not without its risks and any exercise program may result in injury. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program, shown in any of the events from Sepsis Alliance. In addition, if at any point during an event you begin to feel faint, dizzy or have any physical discomfort, you should stop immediately and consult a medical professional. By using this Service, you represent that you understand that physical exercise carries the risk of injury. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in events and activities from Sepsis Alliance, you will not exceed your limits while performing such activity, and you will select the appropriate level of events for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You expressly waive and release any claim that you may have at any time for injury of any kind arising out of your participation in this Service against the Sepsis Alliance, or any person or entity involved with the Sepsis Alliance, including without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

## **Links**

Any links on the service that allow you to access a third party site are not under the control of sepsis alliance and accordingly sepsis alliance is not responsible for the contents of any third-party linked site, any link contained in such linked site, or any changes or updates to such sites. Sepsis alliance is not responsible for webcasting, class activity, class participant's behavior or comments or any other form of transmission received from any such linked site. Sepsis alliance is providing these links to you only as a convenience, and the inclusion of any link to a third-party site does not imply endorsement by sepsis alliance of the site.

## **Intellectual Property Rights**

Use of the Service does not grant to you any rights in connection with any trademarks or service marks of Sepsis Alliance or its licensors. Without Sepsis Alliance's prior written consent, you agree not to display or use any trademarks or service marks of Sepsis Alliance or its licensors in any manner. All title and intellectual property rights in and to the content which may be accessed through use of the Service is the property of the respective content owner and may be protected by applicable copyright or other intellectual property law. No ownership of any part of the content is transferred to you in any manner whatsoever.

## **Repeat Infringer Policy**

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Sepsis Alliance has adopted a policy of terminating, in appropriate circumstances and at Sepsis Alliance or its licensees' discretion, users who are deemed to be repeat infringers. Sepsis Alliance or its licensees may also at their discretion limit access to the Service and/or terminate the access of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Privacy**

These Terms of Service co-exist with our Privacy Policy and together both policies govern the general practices and usage of this Service. Use of this Service at any time shall be deemed conclusive evidence of your agreement that your license to access and use the Service is governed by these Terms of Service and the Privacy Policy displayed on the Service. Sepsis Alliance encourages you to familiarize yourself with both documents.

## **No Endorsement**

Users of the Service are welcome to share information and resources in public forums contained on the Service. However, reliance on any information provided or shared by other users of the Service is strictly at your own risk.

## **Disclaimer of Warranties**

You agree that your access to and use of the service and the content available through the service is on an “as-is”, “as available” basis and Sepsis Alliance, its licensees, licensors and third party representatives specifically disclaim any representations or warranties, express or implied, statutory or otherwise, and Sepsis Alliance, its licensees and its licensor specifically disclaim any conditions of quality and any implied warranties, including without limitation, any warranty of merchantability, non-infringement, or fitness for a particular purpose. Sepsis Alliance and its licensors and third party service providers do not warrant that use of the service will be uninterrupted, error-free or free of viruses or other harmful components. You assume the responsibility for the selection of the service to achieve your intended purpose. Sepsis Alliance, its licensees and their respective third party representatives do not endorse, warrant or guarantee any products or services offered or otherwise made available through the service and will not be a party to or in any way monitor any transaction between users and third party providers of products or services.

## **Limitations on Liability**

### **USE OF THE SERVICE IS AT YOUR OWN RISK.**

Sepsis Alliance disclaims any and all responsibility for any content or postings on the Service, the accuracy of such content and for any decisions that you may make based on it.

In no event shall Sepsis Alliance, its licensees or its licensors, their respective directors, officers, employees, agents or affiliates be liable for any costs or damages arising directly or indirectly from your use of the service including any indirect, incidental, special, exemplary, multiple, punitive or consequential damages, including lost profits, arising out of use of the service, whether based on contract, tort (including negligence), strict liability or other legal theory, even if Sepsis Alliance, or any of its directors, officers, employees, agents, licensees or affiliates has been advised of the possibility of such damages.

You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, or services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system.

If Sepsis Alliance or its Licensees become aware of harmful or potentially harmful activities or inaccurate or misleading information or content, in their discretion, Sepsis Alliance may take steps to stop such activity or remove such inaccurate or misleading information, such as removing any offending materials or postings; using screening software to block offending materials or activity; denying the offender access to the Service, or any other action Sepsis Alliance deems appropriate, in its discretion.

### **U.S. Government Restricted Rights**

The Service shall be considered a “commercial item” as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995), as updated and amended from time to time. If you are a U.S. Government user, you may access the Service only as a commercial item subject to these Terms of Service.

### **Governing Law; Venue and Jurisdiction**

By visiting or using the Service, you agree that the laws of the State of California, without regard to its conflict of laws provisions, will govern these Terms of Service and any dispute of any sort that might arise between you and Sepsis Alliance. You agree that exclusive jurisdiction for any dispute with Sepsis Alliance, or in any way relating to your use of the Service, resides in the courts of the of the California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the California in connection with any such dispute including any claim involving Sepsis Alliance or its licensors, employees, contractors, officers, directors, telecommunication providers, and content providers. If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any of these Terms of Service shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Medical Disclaimer**

The information on or available through this site is intended for educational purposes only. Sepsis Alliance does not represent or guarantee that information on or available through this site is applicable to any specific patient’s care or treatment. The educational content on or available through this site does not constitute medical advice from a physician and is not to be used as a substitute for treatment or advice from a practicing physician or other healthcare provider. Sepsis Alliance

recommends users consult their physician or healthcare provider regarding any questions about whether the information on or available through this site might apply to their individual treatment or care.

## **Funding and Sponsorship Policy**

Sepsis Alliance receives funding from a variety of sources including private donations, grants, and sponsorships. It is the policy of Sepsis Alliance to acknowledge financial or in-kind sponsorship by foundations, government entities, and corporations. Sepsis Alliance communication of sponsor's information shall not include editorial or promotional content that promotes products or services. Additionally, funders and sponsors may not contribute to or influence the health information or any other content of the Sepsis Alliance website or any Sepsis Alliance communication unless noted as sponsored content.

Sepsis Alliance does not endorse any product or service provided, marketed, or distributed by a funder or sponsor. Advertisers and sponsors may not make unsubstantiated health claims or suggest that Sepsis Alliance has endorsed a product or service. Sepsis Alliance does not provide banner advertising or pop-up window advertising.

Sepsis Alliance will not work with or accept donations from organizations whose activities, policies, aims, or objectives contradict or are inconsistent with its own. Sepsis Alliance has sole and absolute discretion with respect to interpretation and enforcement of this policy and all other issues associated with funding and sponsorship on the Sepsis Alliance website and any other Sepsis Alliance communication or content. Sepsis Alliance reserves the right to withdraw from any partnership or collaboration if our partner is not following the agreement or operates in a way that contradicts our policies and principles.

Sepsis Alliance may change this policy at any time in its sole discretion by posting a revised policy to the applicable Sepsis Alliance website.

Any information given to sponsors by Sepsis Alliance is bound by the Sepsis Alliance Privacy Statement.

## **Disclosure**

The content provided by the Service will not be influenced by corporations or industry leaders that may have a vested interest in sepsis diagnosis or treatment.

## **Questions**

Please direct any questions you may have about these Terms of Service and/or notify Sepsis Alliance of any violations by writing to [mjones@sepsis.org](mailto:mjones@sepsis.org)