

Terms of Use: The Foundation of the Pennsylvania Medical Society

Last modified: July 13, 2018

Attention: Please read all of these provisions (“Terms”) carefully before using this website, <https://www.foundationpamedsoc.org>, including any content, functionality, services, and applications offered on or through this website (“Site”). Using this Site indicates your agreement and acceptance of these Terms and the terms of our Privacy Statement, which are incorporated herein by reference. If you do not accept these Terms, do not use this Site or download materials from this Site.

Agreement to Terms of Use

This Site is owned and operated by the Foundation of the Pennsylvania Medical Society (the “Foundation”). The information contained on this Site, including documents, audio and video files, and all data is provided for educational and informational purposes only. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

By accessing or using this Site, you agree to these Terms. You may only use this Site for lawful purposes and for non-commercial, personal, educational, research, or scientific use. Your rights to use this Site may be further limited by federal law or the laws or regulations in your particular state or locality.

You may not use this Site if you (a) do not agree to these Terms or the Privacy Statement, (b) are not of legal age to form a binding contract with the Foundation, or (c) are prohibited from accessing or using this Site or any of the Site’s contents, goods or services by applicable law.

You may not use this Site to publish, post, distribute or disseminate any defamatory, obscene, or other unlawful material or information, including another’s proprietary information, such as trademarks or copyrighted information, without express authorization from the owner of such information. You may not introduce any material into this Site which contains any viruses, trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere with, or appropriate the Site or any information residing on the Site.

You agreed to indemnify the Foundation for all claims relating to your violation of these Terms or your use of the Site. Please feel free to browse the Site; however, your access and use of the Site is subject to these Terms and all applicable laws.

The Foundation reserves any rights not explicitly granted in these Terms.

Changes to the Site, Terms of Use, and Access

The Foundation – in its sole discretion, for any or no reason, and at any time – reserves the right to:

- Modify or discontinue the Site.
- Limit, terminate or suspend your use of the Site.

- Revoke any or all access and use authorizations granted to you in regards to this Site.
- Delete and remove postings or other information uploaded to the Site that the Foundation deems, in its sole discretion, to be inappropriate, inaccurate, violates the law or otherwise violates the policies of the Foundation
- Change these Terms at any time. Such changes are effective immediately upon posting on this Site and you are deemed to receive notice of such revisions at the time of posting, and are bound by any such changes to the Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Any material on the Site may be out of date at any given time, and we are under no obligation to update such material.

The Foundation will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period.

Interactive Services

In the future, the Foundation may choose to add discussion forums, chat rooms, bulletin boards, and other interactive features (collectively, “Interactive Services”) to this Site as a service and convenience to its visitors. You should understand the risks involved with using Interactive Services. Therefore, before you use this Site it is important that you read, understand and agree to the following terms related to your use of the Interactive Services as they become available.

Any content, material, or information you post using the Interactive Services will be considered non-confidential and non-proprietary.

You agree that you will not:

- Upload any material to this Site that infringes, misappropriates, or improperly discloses any proprietary right of the Foundation or any third party, including, but not limited to, copyrights, trademarks, trade secrets, or other intellectual property rights.
- Upload any material that is obscene, libelous, defamatory, harassing, hateful, or racially, ethnically or otherwise objectionable.
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- “Stalk” or otherwise harass another user.
- Upload protected health information about patients. Such information is protected by the Health Insurance Portability and Accountability Act (HIPAA), as well as applicable Pennsylvania laws protecting the confidentiality of information pertaining to HIV-related information, mental health information, and drug/alcohol abuse and treatment information. You will be held accountable for posting information that violates a patient’s right to privacy under these laws.
- Store personal data about others.
- Post content or engage in discussions that would implicate the antitrust laws in violation of the Foundation’s Antitrust Policy, as amended from time-to-time. By way of example, but without limiting the foregoing, you agree not to engage in the following activity:

- Disclose or discuss the competitive terms of any physician or other health care provider, including, but not limited to the following information:
 - Current or future charges.
 - Possible increases or decreases in charges.
 - What constitutes a “fair” or acceptable profit level.
 - Current or future costs for staff, equipment, or supplies.
 - Methodology for establishing charges.
 - Whether the provider will participate in any health plan of any third-party payer.
 - Discounts.
 - Credit terms.
 - Patient volume.
 - Market share.
- Discourage or withhold patronage or services from, or encourage exclusive dealing with, any supplier; purchaser; group of suppliers; purchasers of products or services; any actual or potential competitor; group of actual or potential competitors; or any private or governmental entity.
- Allocate or divide geographic or service markets or patients/clients.
- Restrict, limit, prohibit or sanction advertising or solicitation that is not false, misleading, deceptive or directly competitive with the Foundation or its services.
- Discourage entry into or competition in any segment of the market place.
- Disclose or discuss whether the practices of any member, actual or potential competitor, or other person are unethical or anti-competitive.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

As a condition of your use, you agree to indemnify the Foundation for all claims relating to any content, material, or information posted by you on this Site.

In the event that Interactive Services are available, the Foundation is not responsible for the information or material posted on this Site by another user or party and cannot guarantee the accuracy of the information provided by any other user or party or that the content, material, or information is non-infringing. Notwithstanding the foregoing, the Foundation reserves the right to remove any posting to the Site in its sole discretion, for any or no reason. In addition, the Foundation may revoke your user account in the event that the Foundation determines, in its sole discretion, you have violated the Terms.

Remember that there are risks in dealing with people you do not know and that the Foundation has no control over such risks. You need to exercise care in these transactions. People may provide information that is offensive, false, harmful, or deceptive. Please be cautious when sharing information, especially personal information, with others.

Because we do not control the transactions between you and other users, you hereby acknowledge that the Foundation is in no way liable for any claims arising from your transactions with other users via this Site.

The Foundation reserves the right to revoke any or all access and use authorizations granted to you in regards to this Site.

Ownership, Copyright, and Trademark

You agree and acknowledge that the Foundation, and its related entities, own all rights in this Site and the materials that appear on the Site and that you will not challenge those rights or do anything that might impair or damage those rights.

This Site is protected by copyright, trademark, and other laws of the United States and other countries. Any unauthorized use of any material on this Site may violate such laws.

The trademarks, logos, and service marks used and displayed on this Site (the “Trademarks”) are registered and unregistered trademarks of the Foundation or its affiliates or others. Under no circumstances may you use any of the Trademarks, whether owned or licensed to us. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks without the written permission of the Trademark owner.

You may only use this Site for non-commercial, personal, educational, research or scientific purposes. If you make any copies of the Site, or portions of the Site, such copies must include the appropriate copyright, trademark, or other proprietary notices. You may not modify, copy, redistribute, re-publicize, retransmit, sell, display or create derivative works, or use the Site, or any portion of the Site, for a commercial purpose without our prior permission.

No links may be established to any part of this Site and no information on this Site may be framed without our prior written approval.

Any questions concerning the use of the Trademarks, or to request approval to make any use of material on the Site other than as set forth in this section, or to request approval for linking to the Site and/or framing, please address your request to: Foundation@pamedsoc.org.

Copyright Infringement

If you believe that any of your work was copied by another, in a way that infringes your copyright or other intellectual property rights, and is posted on this Site, please provide the Foundation with the following information:

1. A description of your work that you believe was infringed
2. A description of the work believed to be infringing and where it appears on the Site; and
3. Your contact information (name, address, telephone number and email address).

This information should be accompanied by a statement that you believe, in good faith, that the infringing use is not authorized, and that, under penalty of perjury, all of the information in this notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

This notice should be signed and provided to the Foundation’s copyright agent designated below:

Annette Weaver, Sr.
Director of Finance and Operations
The Foundation of the Pennsylvania Medical Society
777 East Park Drive
PO Box 8820
Harrisburg, PA 17105-8820

Medical Disclaimer

Any medical or general health information provided on this Site is provided for informational purposes only and is not intended as medical advice or:

- To replace the services of a trained health professional
- To be a substitute for medical advice of a physician
- As a recommendation or endorsement of any particular doctor

Legal Disclaimer

Information on this Site is not legal advice, does not establish any standard of care, is not intended as legal advice, and does not modify the terms or conditions of any contracts issued by the Foundation. Legal inquiries about topics covered on the Site should be directed to your attorney. In addition, you may want to have the form(s) provided on this Site reviewed by legal counsel to determine if it is (or they are) appropriate for you. The information obtained from third party sources is generally considered to be reliable, but the Foundation makes no warranties that the information herein is in every respect accurate, timely, or complete. The Foundation is not responsible for any errors or omissions or for the results obtained from the use of the information on this Site. Users of this information are encouraged to confirm the information contained herein with other sources.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOUR USE AND BROWSING OF THIS SITE IS AT YOUR SOLE RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE MATERIALS ON THE SITE, OR WITH ANY OF THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE. THE SITE IS PROVIDED "AS IS" AND THE FOUNDATION MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- FREEDOM FROM COMPUTER VIRUSES
- NON-INFRINGEMENT
- SECURITY
- COMPLETENESS, TIMELINESS, APPROPRIATENESS OR ACCURACY

IN NO EVENT SHALL THE FOUNDATION BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, ANY LOST

DATA, PROFITS, SAVINGS, GOODWILL, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, OR INABILITY TO USE THE SITE OR ANY WEBSITES LINKED TO THE SITE, INCLUDING ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, EVEN IF THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR ANY DAMAGES RELATED TO THE SITE OR YOUR USE OF THIS SITE IS TO DISCONTINUE USE OF THE SITE. THESE LIMITATIONS MAY NOT APPLY IN CERTAIN JURISDICTIONS.

Third Party Content

You acknowledge that the opinions and recommendations expressed or made available in this Site are those of the respective author(s) and are not necessarily those of the Foundation or endorsed by the Foundation.

Third Party Sites/Hyperlinks

This Site contains hyperlinks to other sites created and maintained by other organizations, which may or may not be related to the Foundation. These links are provided for your convenience and are for reference only.

The Foundation does not:

- Sponsor or endorse the owners of such linked sites, or the products, materials, or information appearing on such linked sites.
- Warrant that the information and materials appearing on such linked sites are maintained, accurate or error-free.
- Warrant that the functions provided from such linked sites will be uninterrupted.

Access to such linked sites is at your own risk. Furthermore, links do not imply that the Foundation is affiliated or associated with, or that any linked site is authorized to use any trademark, trade name, logo or copyright of the Foundation unless otherwise stated.

Personal Information

Any contact which you may make with the Foundation or our employees via this Site must be for a Foundation business related purpose and all such communications are property of the Foundation, and subject to review and monitoring by us.

Notwithstanding the foregoing, personal information such as your name, postal address, email address and telephone number, which is provided to us through this Site, will be handled in accordance with the Foundation's Privacy Statement.

Jurisdiction and Governing Law

The Foundation operates and controls this Site (excluding linked sites) from its offices within the Commonwealth of Pennsylvania, United States of America.

You agree that the statutes and laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles, will apply to all matters regarding the use of this Site.

You also agree to submit to the exclusive personal jurisdiction and venue of the Common Pleas Court of Dauphin County and the United States District Court for the Middle District of Pennsylvania with respect to such matters.

The Foundation makes no representation that the Site or the materials displayed on the Site are appropriate or available for use in any other jurisdictions or countries. If you attempt to access, use, or download the materials from this Site from other jurisdictions, you do so at your own risk, and you are responsible for complying with the laws of other jurisdictions.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

International Users

Materials published at this Site may refer to products, programs or services that are not available in your country.

The Foundation makes no representation that this Site or the materials at this Site are appropriate or available for use at locations outside of the United States and access to them from territories where their contents are illegal is prohibited.

You may not use the Site or export information or materials on this Site in violation of the export or other laws, regulations, executive orders, decrees, or other legal enactments or requirements of the United States or any other country.

If you access this Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

By using this Site you represent and warrant that you are not located in, under the control of, or a national or resident of any country on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders or Denied Persons List.

Waiver

No waiver by the Foundation of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Foundation to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Severability

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

Entire Agreement

The Terms and our Privacy Statement constitute the sole and entire agreement between you and the Foundation regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Information

If you have any questions regarding these Terms, or if you experience technical problems with the operation of the Site, contact us at Foundation@pamedsoc.org or (717) 588-7750.

© 2018 The Foundation of the Pennsylvania Medical Society



The Foundation
of the Pennsylvania Medical Society
Education. Wellness. Excellence. Always.