

## **CHAMP Posting Policies and Etiquette**

The following policies and etiquette recommendations help to ensure that CHAMP remains an enjoyable and useful communication tool for AMP members and a valuable membership benefit. Questions or comments regarding CHAMP can be directed to [amp@amp.org](mailto:amp@amp.org). To report messages as inappropriate, please forward the message to [service@amp.org](mailto:service@amp.org) for review. In order to preserve a climate that encourages both civil and fruitful dialogue, we reserve the right to suspend or terminate membership in this community for anyone who violates these rules.

### **Enjoy the Information Exchange:**

This is our most important policy. To preserve the open and collegial exchange of scientific information, attention to the following behaviors is very important:

- Don't challenge or attack others. The discussions and comments are meant to stimulate conversation not to create contention. Let others have their say, just as you may;
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you;
- Comments of a partisan political nature are prohibited. This includes, but is not limited to, posts that are complimentary or critical of any politician, candidate for elected office, or political party;
- Please note carefully all items listed in the disclaimer and legal rules below, particularly regarding the copyright ownership of information posted;
- Remember that postings to this site are seen by many people;
- Post your message or documents only to the most appropriate lists or libraries. Do not spam several lists or libraries with the same message;
- All messages must add to the body of knowledge. We reserve the right to delete or reject any message for any reason; and
- Use caution when discussing products. Information posted on the lists and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws.

### **Commercial Activity is Prohibited:**

Discussion of commercial technologies, products, and services are frequent subjects of CHAMP discussions. We encourage the participation of our AMP members from commercial companies in these discussions - where added information is useful. Announcing, advertising, or distributing information or materials regarding any commercial product or service is strictly prohibited. When the least bit of doubt exists, contact AMP before posting.

You may think that a post asking for a recommendation for a product or service is an invitation for you to contact them offline to solicit business. Unless they specifically note that offline vendor contacts are welcome, you must assume that they are asking for recommendations only from their clinical practice colleagues. With this sole exception of an invitation being issued, vendors must not use information obtained on CHAMP to solicit business, even in

communications outside of CHAMP. Failure to adhere to this policy regarding prohibition of commercial activity can result in loss of CHAMP user privileges.

### **Message Format:**

Please use a specific and descriptive Subject line for your message. This will enable readers to search for your valuable comments in the future and to quickly delete messages that are not of interest to them. Please change the subject line in your reply if you introduce another subject.

### **Replying to Messages:**

- Most replies are of interest to the entire CHAMP readership. Specific situations where you would want to ask readers to "please reply directly to me" include questionnaires, seeking job candidates, individual queries, etc., and
- When personally replying to the original sender, please look at the addressee line before you click "Send" to ensure that the message will be sent to the intended recipient. If you simply click "Reply", your message will be sent to the full membership. If your intent is to reply personally to the sender, then copy and paste their personal email address into the "To" line.

### **Survey Requests:**

Surveys posted on behalf of other groups or for non-AMP projects are prohibited. Surveys are only to be posted by AMP staff and only when created by AMP or as part of an AMP collaboration. Requests for exemptions may be sent to [service@amp.org](mailto:service@amp.org).

### **Announcements of non-AMP Meetings:**

Under certain circumstances, we may announce a non-AMP meeting or event on CHAMP. These messages will only be posted by AMP staff and are always part of a collaboration. If you would like to collaborate with AMP and have a non-AMP meeting or event posted to CHAMP, please contact [service@amp.org](mailto:service@amp.org) for consideration. Paid advertising opportunities are available. Please contact [service@amp.org](mailto:service@amp.org) for more information.

### **Announcements of Job Openings:**

AMP members may post job openings that exist in their own laboratory or company. Posting by, or on behalf of, professional recruiters is prohibited. There are a number of ways for professional recruiters and non-member laboratorians to advertise, including *JMD* (contact *JMD* directly), the Annual Meeting Program Book, and even CHAMP (fees apply – contact: [amp@amp.org](mailto:amp@amp.org)).

### **Announcements of Fellowship Openings:**

You should NOT use CHAMP to recruit potential fellows unless there is a late, unexpected vacancy, i.e., an emergency. AMP encourages those looking to find information on MGP or LGG fellowships to visit, <https://apps.acgme.org/ads/public/>

## **Membership Database**

Users of CHAMP are strictly prohibited from bulk downloading or otherwise extracting the contact information of other users. The user directory and any associated information are provided solely for personal, non-commercial use. Any attempt to harvest, scrape, or use the contact information of other users for commercial purposes, solicitation, or any use beyond personal connections is strictly forbidden. Violation of this clause may result in suspension or termination of your account and/or AMP membership, as well as potential legal action.

## **The Legal Fine Print:**

### **1. ACCEPTANCE OF TERMS**

AMP provides its service, CHAMP, subject to the following Terms of Service ("TOS"), which may be updated by the AMP or its representatives from time to time. The most current version of the TOS can be reviewed at any time by sending a request to [amp@amp.org](mailto:amp@amp.org). The Terms of Service govern both the AMP Member organizations, Affiliate Organizations and the Vendors/Clients it has granted access to the CHAMP website (collectively referred to hereafter as Client).

### **2. AMP REPRESENTATIVES**

The AMP has contracted with Higher Logic, LLC. to act as a representative of the AMP with respect to the CHAMP website.

### **3. DESCRIPTION OF SERVICE**

The CHAMP website currently provides Clients and other users with access to a rich collection of resources, including, various communications tools, forums, file areas, and personalized content through its online interface (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS.

Client is responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). Client is responsible for those fees. In addition, Client must provide and is responsible for all equipment necessary to access the Service.

### **4. REGISTRATION OBLIGATIONS**

In consideration of use of the Service, Client agrees to the best of their abilities to: (a) provide current and complete information about themselves, their organization and its users (such information being the "Registration Data") and (b) maintain and update the Registration Data to keep it current and complete. In addition, Client understands that in order to keep them informed of AMP business items and events, that the AMP will on a periodic basis send email based

communications to the Client notifying them of such items and events. Client agrees that receiving these emails is a part of their use of the Service, and if they wish to not receive these emails they must terminate their account.

## 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

Client's users will receive a username and password as part of the Service's registration process. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under such password or account. Client agrees to (a) immediately notify the AMP or its representatives of any unauthorized use of Client's password or account or any other breach of security, and (b) ensure that Client exits from its account at the end of each session. The AMP and its representatives will not be liable for any loss or damage arising from Client's failure to comply with this Section 5.

## 6. MEMBER CONDUCT

Client understands that all information, data, text, software, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the Client, and not the AMP or its representatives, is entirely responsible for all Content that it uploads, posts, emails, transmits or otherwise makes available via the Service. The AMP and its representatives do not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

Client agrees to not use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable;
- harm minors in any way;
- impersonate any person or entity, including, or falsely state or otherwise misrepresent its affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any Content that Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, 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 that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes,";

- 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;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service;
- intentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- post messages that encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.

Client acknowledges that the AMP and its representatives do not pre-screen Content, but that the AMP and its representatives shall have the right (but not the obligation) in their sole discretion to reclassify within the Service any Content that is available via the Service. Without limiting the foregoing, the AMP and its representatives shall have the right to remove any Content that violates the TOS.

Client understands that the technical processing and transmission of the Service, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, Client agrees to comply with all applicable laws of the United States regarding online conduct and acceptable Content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

## 8. INDEMNITY

Client agrees to indemnify and hold the AMP and its representatives, their subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Content Client submits, posts, transmits or makes available through the Service, or breach of the TOS.



## 9. NO RESALE OF SERVICE

Client agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## 10. DEALINGS WITH ADVERTISERS

Client's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Client and such advertiser. Client agrees that the AMP and its representatives shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## 11. LINKS

The CHAMP website may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the AMP and its representatives have no control over such sites and resources, Client acknowledges and agrees that the AMP and its representatives are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that the AMP and its representatives shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party sites or resources, or any goods or services available on or through any such site or resource.

## 12. AMP's PROPRIETARY RIGHTS

Client acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that Content contained in sponsor advertisements or information presented to Client through the Service or advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the AMP and its representatives, or advertisers, Client agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

The AMP grants Client a personal, non-transferable and non-exclusive right and license to use the object code of its Software on their computer; provided that Client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. Client agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. Client agrees not to access the Service by any means other than through the interface that is provided by the AMP and its representatives for use in accessing the Service.

### 13. DISCLAIMER OF WARRANTIES

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

**\*\*CLIENT'S USE OF THE SERVICE IS AT ITS SOLE RISK TO THE EXTENT PERMITTED BY LAW. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AMP AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**\*\*THE AMP AND ITS REPRESENTATIVES MAKE NO WARRANTY THAT (i) THE SERVICE AND INFORMATION RECEIVED THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE, (iii) ANY INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.**

**\*\*ANY MATERIAL DOWNLOADED, VIEWED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEMS AND NETWORKS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, VIEWING OR USE OF ANY SUCH MATERIAL.**

### 14. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTION 13 MAY NOT APPLY TO CLIENT.

### 15. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If Client receives or requests any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, such information is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. The AMP and its representatives, and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

### 16. NOTICE

Notices to Client may be made via email. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. Any Notice that Client is required or may desire to give to the AMP and its representatives under



or in conjunction with the TOS or any agreement between the parties shall be made via email to [amp@amp.org](mailto:amp@amp.org) and shall be deemed to have been duly delivered based on the date that the electronic mail is received by the AMP mail servers.

## 17. TRADEMARKS AND LOGOS.

All trademarks, service marks, trade names or other words or symbols ("Marks") identifying the AMP and its representatives will remain such Party's exclusive property. Client agrees to not take any action that jeopardizes the other Party's proprietary rights or acquire any rights in the Marks. Except as specifically stated otherwise in an addendum or amendment hereto, no license to use any AMP logo, or the logos of their representatives is granted in this section.

## 18. COPYRIGHTS and COPYRIGHT AGENTS

The AMP and its representatives respect the intellectual property of others, and requires Clients to do the same. If Client believes that its work has been copied in a way that constitutes copyright infringement, or its intellectual property rights have been otherwise violated, please provide AMP ([amp@amp.org](mailto:amp@amp.org)) the following information:

- \*\* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- \*\* a description of the copyrighted work or other intellectual property that Client claims has been infringed;
- \*\* a description of where the material that Client claims is infringing is located on the site;
- \*\* Client's address, telephone number, and email address;
- \*\* a statement by Client that Client has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- \*\* a statement by Client, that the above information in Client's notice is accurate and that Client is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Upon receipt of such information, the AMP and its representatives, at its sole discretion, may perform an investigation and may take appropriate action if it desires.

## 19. GENERAL INFORMATION

The TOS and any Subscription Agreement between Client and the AMP and its representatives constitute the entire agreement between client and the AMP and its representatives and govern your use of the Service, superseding any prior agreements between you and the AMP and its representatives. The failure of the AMP or its representatives to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of

the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.