

# **AHVAP Circle Community Terms and Conditions**

#### **AHVAP Exchange Rules & Etiquette**

The use of the AHVAP Circle Community Forum is an included AHVAP member's only benefit and is intended to address issues of interest to the healthcare value analysis community. To ensure the best possible experience for all participants, AHVAP has established basic guidelines for participation.

By joining and using AHVAP Circle Community, you agree that you have read and will follow the rules and guidelines below. You also agree to reserve discussions for topics best suited to the medium, such as soliciting advice of peers, sharing experiences and participating in ongoing conversations. Questions about AHVAP Circle Community should be directed to <a href="mailto:info@ahvap.org">info@ahvap.org</a>.

Please take a moment to carefully review these guidelines. It is your responsibility to both review and adhere to all rules stated below. To preserve a climate that encourages civil and professional dialogue, AHVAP reserves the right to suspend or terminate membership on all lists for members who violate these rules.

#### **Discussion Group Etiquette**

- Discussions on the Site are meant to stimulate conversation and exchange of knowledge. Be courteous; let other users have their say and refrain from intimidating or attacking other users.
- Include a signature on all messages. Include your name, credentials (if applicable) and organization affiliation.
- In the subject line, state concisely and clearly the topic of your comments. This allows users to respond more appropriately to your posting and to easily search archives by subject.
- Include only the relevant portions of the original message in your reply. Delete irrelevant header information, and put your response before the original posting.
- Send a message to an entire group or list only when it contains information for everyone's benefit.
- Send messages such as "Thanks for the information" or "Me, too" to individual recipients, not to the entire list. Do this by using the "Reply to Sender" link to the left of every message.
- To update any of your contact information or change your email address or settings, you must
  do so from your AHVAP membership Profile or contact AHVAP at <a href="info@ahvap.org">info@ahvap.org</a>. Do not
  send administrative messages, such as "Remove me from the list," to the full group or using
  the site private messaging functionality.

## **AHVAP Circle Community Rules**

• Use of the Site by any member or Industry Partner to sell, advertise, solicit or market any products or services is strictly prohibited. Do not upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, surveys, promotional materials or other such communications. Using the Site for promoting a product or service may result in immediate loss of access to the Site. Industry Partners that are unsure if a post is appropriate should contact AHVAP at <a href="mailto:info@ahvap.org">info@ahvap.org</a> for clarity. In addition, Industry Partners

- should not use the AHVAP Circle Community as a sales lead tool and cold call AHVAP members.
- Do not post any information or other material protected by copyright without the permission of the copyright owner. It is your responsibility to be familiar with all copyright and intellectual property rights. By posting material, the posting party warrants that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants AHVAP and users of the Site a nonexclusive license to display, copy, publish, distribute, transmit, print and use such information or other material. Remember that all users have the right to reproduce postings through the Site.
- Any defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Information posted on the Site is subject to libel, slander and antitrust laws. AHVAP reserves the right to reject any message or posting for any reason.
- Do not encourage or direct users 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 prohibited: 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.
- Do not harvest or collect e-mail addresses or other contact information of users from the Site by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications. Do not use software or other automated means to collect information from or otherwise interact with the Site.
- Do not upload, post, transmit, share, store or otherwise make publicly available on the Site any of the following: private information of any third party, including, addresses, phone numbers, e-mail addresses, Social Security numbers, credit card numbers or financial information; 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; 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; content that restricts or inhibits any other person from using or enjoying the Site or that may expose AHVAP or other users to harm or liability of any type.
- To report any concerns, contact AHVAP at (312) 422-3980 or info@ahvap.org.

### **Legal Disclaimer**

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B. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL AHVAP OR ITS AFFILIATES BE LIABLE TO ANY USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THIS CODE OF CONDUCT OR YOUR USE OF THE SITE. YOU SPECIFICALLY ACKNOWLEDGE THAT AHVAP SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

C. INDEMNITY. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS AHVAP, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE SITE; (II) YOUR VIOLATION OF ANY TERM OF THIS CODE OF CONDUCT; (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, TRADEMARK, PROPERTY, OR PRIVACY RIGHT; OR (IV) ANY CLAIM THAT ONE OF YOUR COMMENTS CAUSED DAMAGE TO A THIRD PARTY. THE FOREGOING INDEMNIFICATION OBLIGATION WILL SURVIVE THIS CODE OF CONDUCT AND YOUR USE OF THE SITE.