

Terms of Use

Last Updated: April 19, 2018

This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and the American Thoracic Society (“ATS” “we” or “us”) governing your use of the following websites: www.thoracic.org and www.atsjournals.org (collectively, “Website” or “Websites”). By using or accessing a Website or downloading materials from a Website, you agree to be legally bound by this Agreement.

Related Policies and Terms

This Agreement applies exclusively to your access to, and use of, the Websites and does not alter in any way the terms or conditions of any other agreement you may have with ATS.

ATS has adopted a Privacy Policy that you should refer to in order to fully understand how we use and collect information. To learn about ATS’s privacy practices, please refer to our [Privacy Policy](#).

Updates to this Agreement

We may revise or otherwise change or update this Agreement. Please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. Changes will become effective no sooner than 14 days after they are posted. Nevertheless, if the changes are required by law, then they will be effective immediately. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of the Websites. Your continued use of a Website will signify your continued agreement to this Agreement as it may be revised.

Authorized Use and Site Access

ATS grants you a limited license to make personal use only of the Websites. Unless otherwise expressly authorized in this Agreement or on a Website, you may not take any action to interfere with a Website or any other user's use of a Website. While using a Website you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In addition, we expect users of the Websites to respect the rights and dignity of others. Your use of a Website is conditioned on your compliance with the rules of conduct set forth in this section. You may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution or otherwise make available to or through this Website any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Impersonate any person or entity, including without limitation any representative of ATS; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Website; or express or imply that we endorse any statement you make;
- Disseminate on a Website any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use a Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about users of a Website;

- Interfere with or disrupt the operation of a Website or others' use of a Website in any way (including without limitation by hacking or defacing any portion of a Website);
- Reproduce, duplicate, copy, sell, resell or otherwise exploit any portion of, use of, or access to a Website;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website;
- Remove any copyright, trademark or other proprietary rights notice from a Website or materials originating from a Website;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on a Website or to collect any information from a Website or any other user of a Website;
- Use a Website for any fraudulent or unlawful purpose;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.

Except as noted above, you are not granted any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of ATS or any third party. You may not use any meta tags or any other "hidden text" utilizing ATS's names or trademarks without our express written consent.

We may terminate this license and your use of or access to the Websites if you make or permit any unauthorized use of a Website. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

User-Submitted Information

You must exercise caution, good sense and sound judgment in using a Website. You are responsible for any material and information ("Content") you transmit through our Websites or to us. You agree, represent and warrant that any Content you transmit through our Websites or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content.

We do not want you to, and you should not, send any confidential or proprietary Content to us unless specifically requested by us. Please note that any unsolicited Content sent to ATS will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information, you grant to ATS (or warrant that the owner of such information and material has expressly granted to ATS) a royalty-free, perpetual, irrevocable, and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit and distribute or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, or screen name, hometown, photograph, portrait, picture, voice, likeness and biographical information as news or information in any and all media and/or communications, whether or not in connection with your Content. You also hereby grant each user of the Websites a non-exclusive license to access your Content through a Website, and to tag, rate, review, comment on, use, reproduce, distribute, display and perform such Content as permitted through the functionality of a Website and under this Agreement. You also agree that ATS is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose. PLEASE DO NOT SEND US ANY IDEAS,

SUGGESTIONS, OR OTHER CONTENT THAT YOU WISH US TO KEEP CONFIDENTIAL OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION.

You shall not upload, post or otherwise make available on or through a Website any Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission.

Changes to Websites

We may make improvements and/or changes to the Websites, add new features, or terminate a Website at any time without notice. We also: (a) reserve the right (but have no obligation) to change the Content or other offerings on the Websites, at any time and from time to time without any notice or liability to you or any other person; and (b) do not warrant that information on the Websites is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Registration, Passwords and Security

You are not obligated to register with ATS in order to access the Websites. However, certain sections and features of the Websites are available only to visitors to the Websites who have registered for user IDs and passwords (“Secure Users”). If you are a Secure User, you agree to accurately maintain and update any information about yourself that you have provided to ATS. If you do not maintain such information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of a Website. You further agree that you are responsible for all activities that occur under your Secure User account or password. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer so others may not access the Websites in violation of this Agreement. In the event that the confidentiality of your account or password is compromised in any manner, you will notify ATS immediately. ATS reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Websites and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account.

You may only have one active Secure User account on each Website at any given time and only you may use your designated account to access a Website. You also agree to notify us promptly of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to a Website by emailing us at privacy@thoracic.org. In addition, you agree to exit from your Secure User account at the end of each session. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

Interactive Forums

We may host message boards, chat rooms, blogs, and other interactive forums or services (each, a “Forum”) on a Website. Forums are intended to serve as discussion centers. Any user failing to comply with this Agreement may

be expelled from and refused continued access to Forums in the future. You understand that our staff, our outside contributors, or other users connected with ATS may participate in Forums or other aspects of the Websites and may employ anonymous user names when doing so. You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any personal information you communicate in Forums may be seen and used by others. We are not responsible for information that you or others choose to communicate in Forums, or for your actions or the actions of other users. ATS or its designated agents may remove or alter any information or content posted or otherwise disclosed in any Forum at any time for any reason. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE WEBSITES, YOU DO SO AT YOUR OWN RISK.

Website Security

You are prohibited from violating, or attempting to violate, the security of the Websites. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

Our Intellectual Property Rights

Copyright

Content made available on the Websites is protected by copyright, and, except as set forth below, the use of any Content available on a Website is strictly prohibited. No Content from the Websites may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may use Content purposely made available by us for downloading from the Websites, provided that you (1) keep intact all copyright and other proprietary notices, (2) use such information pursuant to any licenses associated with such Content, (3) do not copy or post such information on any networked computer or broadcast it in any media, (4) make no modifications to any such information, and (5) do not make any additional representations or warranties relating to such information. You agree not to circumvent, disable, or otherwise interfere with security related features of a Website or features that prevent or restrict use or copying of any Content.

Any unauthorized use or modification of any of the Content available on a Website is a violation of the copyrights and other proprietary rights of ATS, or other copyright owners where so indicated. Permission for all other uses of Content contained herein, including reproducing and distributing multiple copies or using Content on any other website or networked computer or linking to any page at the Websites except the “home pages” must be obtained from us or the appropriate rights owner in advance; otherwise, such use is prohibited. Requests for such authorization from us should be submitted via an email to dgern@thoracic.org. All design rights, databases and compilation and other intellectual property rights associated with the Websites, in each case whether registered or unregistered, and related goodwill, are proprietary to ATS. Except as otherwise expressly authorized herein or in writing in advance by ATS, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on all or any part of a Website or the Content.

Trademarks

All rights in the trademarks, service marks, logos, trade names, and designs of ATS or third parties whether or not appearing in large print or with the trademark symbol, belong exclusively to ATS or their respective owners and are protected under national and international trademark and copyright laws. Except as otherwise permitted on a Website, you are not permitted to reproduce, download or otherwise use such trademarks, service marks, logos, trade names, and designs without the prior express written consent of the owner of such mark.

Notice of Copyright Infringement

If you believe that any Content on a Website infringes upon any copyright which you own or control, you may send a written notification to our Designated Copyright Agent (the "Designated Agent") as set forth below.

Designated Agent: Diane Gern

Email: dgern@thoracic.org

If you believe that your copyrighted work is available on a Website in violation of your copyright, you may provide our Designated Agent with a written notice which contains substantially the following information:

- Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that we can locate the alleged infringing material.
- Identify the URL or other specific location on the Website that contains the alleged infringing material described in Item (a) above. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material.
- Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
- Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- Include a statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
- Include your name, mailing address, telephone number and email address.

ATS has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users of a Website who are deemed to be repeat infringers.

Software

Any software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively "Software"), that may be made available on a Website is licensed to you by ATS on a non-exclusive and limited basis. ATS shall retain full and complete title and all intellectual property rights to Software. You shall not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

Promotions

Any sweepstakes, contests, or similar promotions made available through a Website will be governed by specific rules that are separate from this Agreement. By participating in any such sweepstakes, contest, or promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein and which, in addition to describing such sweepstakes, contest, or promotion, may have eligibility requirements, such as certain

age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether or not your participation, registration and/or entry are valid. You agree to read the applicable rules, which are linked from the particular activity, and to review our [Privacy Policy](#) which, in addition to this Agreement, governs any information you submit in connection with such activities.

Links to Affiliate or Third-Party Websites

ATS may provide on the Websites, solely as a convenience to users, links to websites operated by sponsors or other entities. If you use these websites, you will leave our Websites. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. ATS does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that ATS is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of ATS.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Third-Party Content

Any information, statements, opinions or other information provided by third parties and made available on our Websites are those of the respective author(s) and not ATS. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any opinion, advice, service, offer, statement or other Content on our Websites other than those from an authorized ATS representative acting in his/her official capacity. Under no circumstance will ATS be liable for or in connection with any loss or damage caused by your reliance on any Content.

Monitoring

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (a) evaluate Content before allowing it to be posted on a Website or any Forum; (b) monitor Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any Content, and the circumstances surrounding their transmission, to any third party in order to operate a Website; to protect ATS, and a Website's users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.]

Social Networking Pages

ATS may maintain a presence on social networking websites, including facebook.com, linkedin.com and twitter.com, (collectively, "Social Networking Pages") to provide a place for people to learn more about ATS and to share experiences. All comments, visuals and other materials posted by visitors to our Social Networking Pages do not necessarily reflect the opinions or ideas of ATS. All visitors to our Social Networking Pages must comply with the respective social networking website's Terms of Use. ATS reviews some but not all postings to our Social Networking Sites, and we will remove any postings that we have determined are inappropriate or offensive.

Termination

We may terminate your use of the Websites or any of their features at any time and for any reason without notice for conduct violating this Agreement. Upon any such termination, you must destroy all Content obtained from the Websites and all copies thereof. The provisions of this Agreement concerning Website security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity and jurisdictional issues shall survive any such termination. You agree that if your use of the Websites is terminated pursuant to this Agreement, you will not attempt to use a Website under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you indemnify and hold us harmless from any and all liability that we may incur therefore.

Child Privacy

This Website is intended for use only by persons over the age of 18. We do not seek to collect information about children under the age of 18. If you are under 18 years of age, please do not use or access this Website at any time or in any manner. By using the Website, you affirm that you are over the age of 18.

Disclaimer of Warranty

ATS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON A WEBSITE OR ANY OTHER WEBSITES LINKED TO OR FROM A WEBSITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH A WEBSITE IS DONE AT YOUR OWN RISK. THE CONTENT OF A WEBSITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ATS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Limitation of Liability

ATS AND EACH OF ITS AFFILIATES, DIVISIONS, AND RELATED ENTITIES (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE A WEBSITE, A WEBSITE'S CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR LINE FAILURE. RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES, EVEN IF we have BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

Indemnity

You agree to indemnify, defend and hold ATS and its directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with a Website; or (iii) unsolicited information you provide to ATS through a Website.

Consent to Communication

When you use the Websites or send emails to ATS, you are communicating with ATS electronically. You consent to receive electronically any communications related to your use of the Websites. We may communicate with you by email or by posting notices on the Websites. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from ATS intended for receipt by a user shall be deemed delivered and effective when sent to the email address you provide on any of the Websites.

If you provide us with a telephone number, you expressly agree that we, or our authorized agents, can use that number to contact you about your account, or about ATS and its associated activities.

Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

Choice of Law

You agree that any dispute in connection with a Website, this Agreement or the [Privacy Policy](#) will be governed by the laws of the State of New York and the United States of America. You also consent to the adjudication of any disputes arising in connection with the Websites in the state courts New York County and the federal courts of the Southern District of New York

Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Contact

If you have questions about this Agreement, or if you have technical questions about the operation of a Website, please contact us [here](#).