

## Terms of Use Agreement for the email list known as DS-DSMIG

**Margie (already on the WA site) MUST maintain ALL CAPS in Disclaimer of Warranties and Limitation of Liability sections**

1. Subscription to DS-DSMIG email list allows members to read messages and to post responses, with access to past postings and any other archived materials.
2. List messages should not be shared outside of the list membership.
3. It is your sole responsibility to ensure that any content published/posted does not disclose confidential and/or proprietary information, including information covered by a nondisclosure agreement or other information restricted by law, that you are not authorized to disclose. You acknowledge that such content may be made publicly available, may not be secure and could be disseminated without your knowledge. Do not identify any specific patient or their family by name or other individually identifiable health information. Do not disclose personal information such as social security numbers, credit card numbers, etc. Members are expected to be extremely cautious when posting any clinical case information for discussion.
4. Submissions are not moderated prior to posting. Professional behavior in posting is expected, and should reflect respect for colleagues, people with Down syndrome, and their families.
5. Discussion on DS-DSMIG does not constitute rendering of medical advice or care. An opinion posted on DS-DSMIG should not be construed as medical advice.
6. By using the list and publishing or posting content thereon, you are granting an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, worldwide, and fully transferable, assignable, and sub licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, and display such content in whole or in part and to incorporate it in other works in any form, media, or technology now known or later developed. You further warrant that all so-called moral rights in the Content have been waived. You warrant and represent that you either own or otherwise control all of the rights to such content, including, without limitation, all the rights necessary for you to publish/post such content, or that your use of such content is a protected fair use. Members may not post any information that is copyright protected without the permission of the author or owner of the copyright.

7. You agree not to collect information about others, including e-mail addresses, or to use information obtained from this service to send other members unsolicited e-mail or communications of any kind. Members may not use DS-DSMIG to advertise or sell goods and services or to promote a political candidate.
8. DSMIG-USA reserves the right to change the rules for DS-DSMIG email list as may be determined to be in the best interest of the organization.
9. DSMIG- USA reserves the right to deny access to DS-DSMIG email list to any individual who does not abide by these rules.

### **Limitation of Liability and Indemnification**

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UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM DSMIG - USA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### ***LIMITATION OF LIABILITY***

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EACH MEMBER HAVING ACCESS TO THE DS-DSMIG EMAIL LIST SHALL INDEMNIFY AND HOLD AS HARMLESS DSMIG – USA FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO HIS OR HER ACTS OR OMISSIONS OR TO CONTENT, MATERIALS OR INFORMATION HE OR SHE PUBLISHES, POSTS, OR TRANSMITS IN CONNECTION WITH THE USE OF THE LISTSERVE.