Terms and Conditions [1]

Terms and Conditions of Use

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Contents

1. Acceptance of Terms of Use for the Website
2. Notices; Modification and Termination of Services; Amendment of the Terms
3. Registration Data
4. Prohibited Activities
5. Security Measures
6. Disclaimer of Warranties
7. Limitation of Liability
8. Intellectual Property Rights and Use of Content
9. Identification of Agent for Receipt of Copyright Infringement Notices
10. Confidentiality of ASCO Information
11. Indemnity
12. Advertisements and Promotions
13. Links and Third Party Services
14. ASCO's Privacy Policy
15. Parental Notice
16. General Terms
17. Additional Terms Applicable to Specific Services Provided Through the Website
18. The*Journal of Clinical Oncology* and*Journal of Oncology Practice*
19. The Oncology Career Center?
20. ASCO Connection
21. ASCO Social Media Channels

This agreement describes your rights and responsibilities with regards to use of the ASCO websites; please read it carefully.

1. Acceptance of Terms of Use for the Website

These website terms and conditions of use (the ?Terms?) apply to your use of (a) the websites operated by the American Society of Clinical Oncology, a New York not-for-profit corporation

(?ASCO?), including, without limitation: the ASCO website (www.asco.org [2]), the Cancer.Net website (www.cancer.net [3]), the *Journal of Clinical Oncology* website (jco.ascopubs.org [4]), the *Journal of Oncology Practice* website (jop.ascopubs.org [5]), the Oncology Career Center website (careercenter.jco.org [6]), the Quality Oncology Practice Initiative website (qopi.asco.org [7]), the ASCO University website (university.asco.org [8]), the CancerProgress.net website (www.cancerprogress.net [9]) and the ASCO Connection website (connection.asco.org [10]), the ASCO Photo Gallery (photos.asco.org [11]), and all social media pages managed or run by ASCO (collectively, the ?Website?), and (b) any and all information available on the Website, including, data, text, software, sound, photographs, graphics, video, messages, and other materials (?Content?).

You must read the Terms carefully. ASCO provides the Website to you subject to the Terms. The Terms are entered into by and between you and ASCO, and you accept them by using the Website in any manner. If you do not agree to all of the Terms, do not use the Website.

The Website is made available for your personal use, educational advancement, or professional development. Any materials that you download or copy for your own use must maintain all copyright or other notices. Except as approved in writing by ASCO, redistribution, retransmission, commercial exploitation, or other uses of the Website or the Content are strictly prohibited.

ASCO makes no representation that the Website or the services available through the Website are appropriate or available for use in all locations. The Website and ASCO products and services may not be available in your location.

Certain terms applicable to your use of specific services are located below, including terms applicable to the following services.

- The *Journal of Clinical Oncology* and *Journal of Oncology Practice*
- The Oncology Career Centerâ„¢
- ASCO Connection
- ASCO Social Media Channels

2. Notices; Modification and Termination of Services; Amendment of the Terms

ASCO may provide notice to you regarding changes to the Website or these Terms via e-mail, regular mail, or posting notices or links to notices on the Website. ASCO reserves the right at any time in its sole discretion to modify, suspend or terminate the services provided through the Website (or any part thereof), and/or your use of or access to them, with or without notice. ASCO may also delete, or bar access to or use of, all related Content and files.

ASCO will not be liable to you or any third-party for any modification, suspension or termination of the services or Content provided through the Website, or loss of related information. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Website.

ASCO may amend these Terms at any time by posting the amended terms on the Website.

If you are dissatisfied with the services provided through the Website, your sole and exclusive remedy is to discontinue your use of the Website.

3. Registration Data

In consideration of your use of the Website, you agree to: (a) provide accurate, current, and complete information requested by the registration form on the Website (the ?Registration Data?); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to ASCO, and keep all such information accurate, current, and complete; and (d) accept all risks of unauthorized access to all such information. You further consent and authorize us to verify your Registration Data. ASCO's use and disclosure of your Registration Data is governed by ASCO's Privacy Policy [12].

4. Prohibited Activities

You agree that you will not use the Website to:
(a) transmit spam, bulk or unsolicited communications;
(b) pretend to be ASCO or someone else, or spoof ASCO's or someone else's identity;
(c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Website;
(d) misrepresent your affiliation with a person or entity;
(e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Website;
(f) engage in activities that would violate any fiduciary or contractual relationship; any applicable local, state, national, or international law; or any regulations having the force of law, including but not limited to operating an illegal lottery or gambling operation, stalking or making threats of harm; or
(g) collect or store personal data about other users of the Website unless specifically authorized by such users.

In using the interactive features of the Website, you agree not to upload, post or otherwise transmit via the Website Content that:
(a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, or harassing; causes duress, distress, or discomfort to another; or is otherwise objectionable to ASCO or other users of the Website;
(b) includes unauthorized disclosure of the personal information of third parties;
(c) violates or infringes anyone's intellectual property rights;
(d) 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;
(e) is a form of advertising not approved in advance in writing by ASCO;
(f) constitutes electioneering, such as exhortations to vote for or against any candidate for public office; or
(f) is injurious to the interests of ASCO or other users of the Website.

Except where expressly stated to the contrary, ASCO reserves the right to edit or remove any Content from the Website at any time, at its sole discretion.

5. Security Measures

You are prohibited from violating or attempting to circumvent the security of the Website, including but not limited to:
(a) accessing data not intended for users or logging into a server or account which you are not authorized to access;
(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
(c) attempting to interfere with service to any user, host or network;
(d) forging any TCP/IP packet header or any part of the header information in any e-mail or posting;
(e) using manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl," or "spider" any Content contained on the Website;
(f) introducing viruses, worms, software, Trojan horses or other similar harmful code into the Website; or
(g) engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the Website.

Violations of system or network security may result in civil or criminal liability.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, bots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation.

ASCO will investigate occurrences which may involve violations of system or network security and may involve and may cooperate with law enforcement authorities in prosecuting users who are involved in these violations.

6. Disclaimer of Warranties

You expressly agree that ASCO has no responsibility for or control over the Content that you or other Website users upload, post or otherwise transmit via the Website. ASCO makes no representation that your use of the Website will comply with applicable laws. Additionally, we do not represent, warrant or guarantee the truthfulness, accuracy, quality or reliability of any of the Content posted, displayed, linked to or otherwise transmitted via the Website.

We also do not endorse any opinions expressed in or through any Content available on the Website. You agree that you must evaluate and bear all risks associated with your use of any Content, including any reliance on the accuracy, completeness or usefulness of the Content.

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE, INCLUDING ALL SERVICES AND CONTENTIS PROVIDED ON AN ?AS IS,? ?AS AVAILABLE,? AND ?WITH ALL FAULTS? BASIS. ASCO DISCLAIMS ALL

EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ASCO MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE WEBSITE.

ASCO MAKES NO WARRANTY OR REPRESENTATION THAT: (a) ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (c) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (d) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

7. Limitation of Liability

The Content of the Website does not constitute medical or legal advice, and is not intended for use in the diagnosis or treatment of individual conditions. The Content is not comprehensive, and should not be used as a substitute for consultation with a licensed medical professional or other traditional source of medical information. The mention of any product, service, organization, activity or therapy on the Website should not be construed as an ASCO endorsement. ASCO assumes no responsibility for any injury or damage to persons or property arising out of or related to the Content of the Website.

Patients with health-care related questions should call or see their physician or other health care provider promptly, and should not disregard professional medical advice, or delay seeking it, because of information encountered on the Website.

TO THE FULLEST EXTENT PERMITTED BY LAW, ASCO DISCLAIMS AND WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF ASCO HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THE WEBSITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL

BEHAVIOR OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

To the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental or consequential damages, portions of the above limitation or exclusion may not apply.

In the event you have any dispute with one or more third parties as a result of your use of the Website, or are in any way damaged as a result of any third party in connection therewith, you hereby release and covenant not to sue or otherwise make a claim, demand or file any legal action or institute any legal or regulatory proceedings against us, our affiliates, officers, directors, employees, agents, representatives and suppliers from, for any claims, actions, demands or damages (whether direct, indirect, special, incidental or consequential), of whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed.

8. Intellectual Property Rights and Use of the Content

The Website, including without limitation all Content and all intellectual property rights in and to the same, are owned by or licensed to ASCO or our third-party vendors. Except as expressly authorized by ASCO or by third party Content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit or create derivative works of the Content, in whole or in part, by any means. You must not modify, decompile or reverse engineer any software ASCO discloses to you, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to use the Content or any other ASCO-owned or licensed intellectual property, whether by estoppel, implication or otherwise. You may not do or allow anyone else to do anything with the Content which is not specifically permitted under the Terms. Permission is granted to display, copy, distribute, and download Content owned by ASCO on this Website provided that: (a) the copyright notice pertaining to the Content remains, and a permission notice (e.g., "Used with permission") is added to such Content; (b) the use of such Content is solely for personal informational and educational use and not for commercial purposes, and is not used to imply that ASCO endorses, sponsors or is affiliated with any product or service; (c) such Content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such Content. This permission terminates automatically without notice if you breach any of the terms or conditions in these Terms. Upon termination, you must immediately destroy any downloaded and/or printed Content.

News services may use the materials posted in the ASCO Photo Gallery (photos.asco.org [13]) solely for the purpose of disseminating information and other reporting purposes, but may not use the materials posted in the ASCO Photo Gallery to imply that ASCO endorses, sponsors or is in any way affiliated with any product or service.

?ASCO Trademarks? means all names, marks, brands, logos, designs, trade dress, slogans, and other designations ASCO uses in connection with its products and services. You may not remove or alter any ASCO Trademarks, or co-brand your own products or material with ASCO

Trademarks, without ASCO's prior written consent, which can be granted or denied at ASCO's sole discretion. You acknowledge ASCO's rights in the ASCO Trademarks, and you agree not to incorporate any ASCO Trademarks into your trademarks, service marks, company names, Internet addresses, domain names or any other similar designations, for use on or in connection with your or any third party's products, services or information.

ASCO does not claim ownership of any content that you place on the Website and shall have no obligation of any kind with respect to such content. Any content that you provide in connection with this Website shall be deemed to be provided on a non-confidential basis. ASCO shall be free to use, reproduce, modify, publish and/or disseminate such content on an unrestricted basis for any purpose, and you grant ASCO and all other users of the Website an irrevocable, perpetual, worldwide, royalty-free, transferable, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell, and publish such content (including in digital form). You represent and warrant that you have proper authorization for the worldwide transfer and processing among ASCO, its affiliates, and third-party vendors of any information or content that you may provide to ASCO through the Website.

9. Identification of Agent for Receipt of Copyright Infringement Notices

ASCO is committed to respecting others' intellectual property rights, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement on the Website, please send a written notice of claimed copyright infringement to ASCO's registered agent:

Kimberley Isbell, Associate Counsel
American Society of Clinical Oncology, Inc.
2318 Mill Road, Suite 800
Alexandria, Virginia 22314
e-mail: copyright@asco.org [14]

In your notice, please provide the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed upon.
- A description of where the material that you claim is infringing is located on the Website, including but not limited to the URL.
- Your address, telephone number, and e-mail address.
- 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.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10. Confidentiality of ASCO Information

You may obtain direct access via the Website to certain confidential information of ASCO and certain third-parties that should reasonably be understood as confidential (?Confidential

Information?). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with ASCO and any third-party providers of Confidential Information. Upon termination of the Terms or ASCO's written request, you must cease use of Confidential Information and return or destroy it.

The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from ASCO, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; or (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to Confidential Information. In addition, if, in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms, you are required to disclose Confidential Information, then you may do so, but only to the minimum extent required and only after prior notice to ASCO adequate to afford ASCO the opportunity to object to the disclosure.

11. Indemnity

You agree to defend, indemnify, and hold ASCO and its subsidiaries, affiliates, members, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives harmless from any and all losses, expenses, costs or damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of or in any manner related to any claim, demand or action based upon content uploaded by you to the Website; your use of or connection to the Website (including any use by you on behalf of your employer and any use by third parties under your accounts); your violation of the Terms; or your violation of any applicable laws or rights of another. ASCO may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect ASCO's rights or obligations shall be made without ASCO's prior written approval. ASCO reserves the right, at ASCO's own expense and on notice to you, to assume exclusive defense and control of any such claim or action; in such case your corresponding indemnification obligation will end.

12. Advertisements and Promotions

ASCO may run advertisements and promotions from third parties on the Website. Your correspondence or business dealings with, or participation in promotions of, advertisers other than ASCO found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. ASCO is not responsible or liable for any loss or damage of any sort arising from or relating to any such dealings or as the result of the presence of such non-ASCO advertisers on the Website.

13. Links and Third Party Services

You may find links to other Internet sites or resources on the Website, and portions of the Website may identify specific medical professionals by name, address, or affiliation. You

acknowledge and agree that (a) ASCO is not responsible for the availability of such external sites or resources, (b) all links and identifications are provided solely for your convenience and for other informational purposes, and (c) ASCO does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites, resources, or medical professionals or their affiliations. Without limiting the foregoing, ASCO will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource or from identified medical professionals or their affiliations.

14. ASCO's Privacy Policy

You consent to the collection, processing, and storage by ASCO of personal information about you in accordance with the terms of ASCO's Privacy Policy. You agree to comply with all applicable laws and regulations, and the terms of ASCO's Privacy Policy, with respect to any access, use, and/or submission by you of any personal information in connection with the Website.

15. Parental Notice

Pursuant to 47 U.S.C. Section 230(d) as amended, ASCO hereby notifies you that parental control protections (such as computer hardware, software, or filter services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available on the Internet (e.g., http://en.wikipedia.org/wiki/List_of_content-control_software [15]).

16. General Terms

Services, Content, and products derived or obtained from this Website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport or import authorizations required by U.S. or your local laws; (b) not use Services, Content or products from this Website to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Services, Content or products from this Website to prohibited countries and entities identified in the U.S. export regulations.

The Terms constitute the entire agreement between you and ASCO relating to their subject matter, and cancel and supersede any prior versions of the Terms. No modification to the Terms will be binding, unless in writing and signed by an authorized ASCO representative. You may not assign, sublicense, delegate or otherwise transfer the Terms or any right granted hereunder.

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms, including without limitation those of Sections 6, 7, 8, 10, and 11.

You agree that any material breach of Sections 4, 5, 8, and 10 of the Terms will result in irreparable harm to ASCO for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, ASCO will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive

any requirement for the posting of a bond or other security if ASCO seeks such an injunction.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

You may send your questions regarding the Website's services to the appropriate contact, listed below:

ASCO
The American Society of Clinical Oncology
2318 Mill Road, Suite 800
Alexandria, VA 22314
Phone: 571-483-1300
Fax: 571-366-9530
E-mail: asco@asco.org [16]

Journal of Clinical Oncology
ASCO Publications
2318 Mill Road, Suite 800
Alexandria, VA 22314
Phone: 888-273-3508 (within United States)
571-483-1300 (outside United States)
Fax: 571-366-9566
E-mail: jcoservice@asco.org [17]

Journal of Oncology Practice
ASCO Publications
2318 Mill Road, Suite 800
Alexandria, VA 22314
Phone: 571-483-1300
Fax: 571-366-9566
E-mail: jopcontact@asco.org [18]

Oncology Career Center?
ASCO Publications - Oncology Career Center
2318 Mill Road, Suite 800
Alexandria, VA 22314
Phone: 888-273-3508 (within United States)
571-483-1300 (outside United States)
Fax: 571-366-9566
E-mail: careercenter@asco.org [19]

Cancer.Net
Cancer.net
2318 Mill Road, Suite 800

Alexandria, VA 22314
Attention: Managing Editor
Telephone: 571-483-1780
Fax: 571-366-9537
E-mail: contactus@cancer.net [20]

The Terms shall for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the law of the Commonwealth of Virginia, without regard to conflicts of law provisions thereof. You agree that exclusive jurisdiction and venue of any dispute with ASCO or its licensors, or any of their respective affiliates, officers, directors, employees, contractors, agents, representatives or suppliers, arising out of or in any way relating to the Terms or your use of or inability to use the Website, services, or Content shall reside in the federal and state courts serving the city of Alexandria, Virginia. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens, or otherwise.

17. Additional Terms Applicable to Specific Services Provided Through the Website

Additional terms of use may apply to your use of particular services provided through the Website. Additional terms may be set forth below, posted on areas of the Website where particular services are provided to you, or posted on pop-up windows which may appear in connection with your use of specific services. Without limiting the provisions of Section 1, above, within the Website, the phrase ?I Agree? or simply ?Agree? is intended to be an additional way in which you confirm your binding assent to additional terms, and by clicking on an ?I Agree? or ?Agree? button You enter into a binding contract.

In the case of a conflict between the Terms and any additional terms you may encounter on the Website, the Terms shall govern, except to the extent as may be explicitly set forth in those additional terms.

18. The*Journal of Clinical Oncology* and*Journal of Oncology Practice*

The following additional terms apply to your use of the Journal of Clinical Oncology website (jco.ascopubs.org) and the Journal of Oncology Practice website (jop.ascopubs.org) (collectively, the ?Journal Websites?). Unless otherwise specified by you during the registration process, we will automatically charge your registered subscriber account for renewal of your subscription to fee-based content provided via the Journal Websites. The renewal charge will be the current published rates for the term of your subscription. If you are an individual registered subscriber (i.e., any subscriber other than a bulk or institutional subscriber) who has purchased an annual subscription and you elect to cancel such subscription during the subscription year, you will be entitled to a refund of the remainder of your subscription fees on a pro-rata basis within a reasonable period of time following the effective date of your cancellation (partial months will not be refunded). No other refunds of fees will be provided including, without limitation, refunds for cancelled bulk or institutional subscriptions.

19. The Oncology Career Center?

The following additional terms apply to your use of the Oncology Career Center? (www.careercenter.jco.org [21]; the ?Career Center?). The Career Center provides, among other things, career management information, content, resources, and tools enabling (a) oncology professionals seeking employment (?job seekers?) to search and apply for potential employment opportunities and post their resumes to the Career Center in furtherance thereof; and (b) oncology professionals, suppliers, and providers seeking to fill job positions (?employers?) to search for potential candidates and post employment listings and opportunities to the Career Center in connection therewith.

You acknowledge and agree that (a) the Career Center merely provides you with a venue to solicit employment and respond to offers for employment; (b) ASCO does not and has no obligation to screen or monitor the profiles, resumes or other information posted by job seekers or to censor any employment listings posted by employers; (c) ASCO is not involved in and has no obligation to endorse, participate in or otherwise facilitate any communications, dealings or transactions between employers and job seekers; and (d) ASCO is not and shall not be considered an employer with respect to your use of the Career Center and shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs or resumes to the Career Center. As a consequence, ASCO has no control over the adequacy, quality, safety or legality of the job listings or resumes posted, the truth or accuracy of the listings, the ability or willingness of employers to offer job opportunities to job seekers or the ability or willingness of job seekers to fill job openings. In addition, and consistent with the Terms, you acknowledge and agree that there are risks including, but not limited to, the risk of physical harm or dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Career Center.

ASCO prohibits without limitation any employer or job seeker from (a) posting jobs or content on the Career Center that contain hyperlinks, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading; (b) using the Career Center for any purpose other than as an employer seeking employees or an individual seeking employment, including but not limited to using the information in the Career Center to sell or to promote any products or services; and (c) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure supporting the Career Center. ASCO has the right to expel you and prevent your further access to the Career Center for violating the foregoing. ASCO may review and delete any job posting that, in the sole judgment of ASCO, violates these Terms; violates applicable law, rule or regulation; is offensive or illegal; or violates the rights of, harms or threatens the safety of any users.

You understand and agree that ASCO does not control, monitor, manage or regulate your communications, transactions, activities or dealings with other job seekers or employers (as applicable), the manner in which you use the Website, or the information you send or receive from others (beyond the rights and obligations specifically set forth in this Agreement) through the Website.

20. ASCO Connection

Disclaimer of Liability. The ideas and opinions expressed on the ASCO Connection website,

including in the Groups and Forums sections (collectively, ?ASCO Connection?) do not necessarily reflect the views of the ASCO. ASCO provides ASCO Connection for the sole purpose of facilitating an exchange of information between member and non-member physicians, practice staff, vendors, and other interested parties. None of the information posted on ASCO Connection is intended as medical, legal, or business advice, or advice about reimbursement for health care services. ASCO is not responsible for, and does not monitor, content on ASCO Connection s, including user profiles, comments, recommendations, forums, photos, videos, sounds, images, documents, text, files, listings, postings, messages, external links, or other materials. The mention of any product, service, or physician practice on the Social Networking Sites should not be construed as ASCO's endorsement of the products, services, or practices mentioned. ASCO is not responsible for any injury or damage to persons or property arising out of or related to any use of the material posted or linked to this site, or for any errors or omissions.

*Confidentiality.*Information posted on ASCO Connection is not confidential. Posting identifiable patient information may not comply with HIPAA or other federal and state privacy laws.

Advertising and Solicitation. Advertising and solicitation is generally prohibited on ASCO Connection. However, vendors may post information about vendor events including webinars and user group meetings on ASCO Connection. ASCO reserves the right to remove any advertisements or solicitations from ASCO Connection, and may deny access to users who post advertisements or solicitations.

Prohibition on Restraint of Trade. Users of ASCO Connection must abide by state and federal anti-trust laws. Use of ASCO Connection in any manner to limit competition or restrain trade is not permitted. Users should give careful consideration to compliance with anti-trust laws when considering posting information about the prices of products and services, or other products and services in the health care sector.

21. ASCO Social Media Channel

ASCO engages in a number of social media activities to connect with members and spread its message. These include maintaining Twitter feeds, Facebook, YouTube profiles for ASCO and the Conquer Cancer Foundation, as well as social channels connected to major initiatives ? e.g., Cancer.Net on Twitter, Facebook, Google+ and YouTube; and the ASCO Exchange and ASCO Connection networks for ASCO membership (collectively, ?ASCO Social Media Channels?). In addition, ASCO maintains a LinkedIn group, whose membership is limited to current ASCO members.

ASCO reserves the right to edit or remove any Content from the ASCO Social Media Channels at any time, at its sole discretion.

ASCO has adopted the following Code of Conduct to govern third party posts on Social Media Channels. Violation of this Code of Conduct may result in your Content being edited or deleted, or you being banned from participation on ASCO Social Media Channels, in ASCO?s sole discretion.

You agree that you will not use ASCO Social Media Channels to:

(a) transmit spam, bulk or unsolicited communications;

(b) pretend to be ASCO or someone else, or spoof ASCO?s or someone else?s identity;

(c) misrepresent your affiliation with a person or entity;

(d) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users? ability to use the ASCO Social Media Channels;

(e) engage in activities that would violate any fiduciary or contractual relationship; any applicable local, state, national, or international law; or any regulations having the force of law, including but not limited to operating an illegal lottery or gambling operation, stalking or making threats of harm;

(f) collect or store personal data about other users of the ASCO Social Media Channels unless specifically authorized by such users; or

(g) upload, post or transmit Content that is:

(i) inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, or harassing;

(ii) causes duress, distress, or discomfort to another;

(iii) is otherwise objectionable to ASCO or other users of the Website;

(iv) violates or infringes anyone?s intellectual property rights;

(v) constitutes electioneering, such as exhortations to vote for or against any candidate for public office; or

(vi) misleading, incomplete, or incorrect related to any aspect of cancer diagnosis, treatment, and care; or

(vii) implying a relationship with or endorsement of ASCO and/or its related brands; or

(viii) solicit for any for-profit venture, operation, or effort.

Links:
[1] http://www.cancer.net/terms-and-conditions
[2] http://www.asco.org
[3] http://www.cancer.net
[4] http://jco.ascopubs.org
[5] http://jop.ascopubs.org
[6] http://careercenter.jco.org
[7] http://qopi.asco.org
[8] http://university.asco.org
[9] http://www.cancerprogress.net
[10] http://connection.asco.org
[11] http://www.photos.asco.org

[12] http://www.asco.org/about-asco/privacy-policy
[13] http://photos.asco.org
[14] mailto:copyright@asco.org
[15] http://en.wikipedia.org/wiki/List_of_content-control_software
[16] mailto:asco@asco.org
[17] mailto:jcoservice@asco.org
[18] mailto:jopcontact@asco.org
[19] mailto:careercenter@asco.org
[20] mailto:contactus@cancer.net
[21] http://www.careercenter.jco.org