

Terms and Conditions of Use

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The American Professional Society of ADHD and Related Disorders (“APSARD”) may revise and update these Terms and Conditions of Use at any time. Your continued use of the APSARD website (the “APSARD Website” or the “Site”) will mean you accept those changes.

You may print or save a copy of these Terms and Conditions of Use for your records.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the APSARD Website conditioned on your continued acceptance of, and compliance with, these Terms and Conditions of Use (“Terms of Use”). You may use the APSARD Website and the APSARD Content (as defined below) for your noncommercial personal use and for no other purpose. APSARD reserves the right to bar, restrict or suspend any user's access to the APSARD Website, and/or to terminate this license at any time for any reason. APSARD reserves any rights not explicitly granted in these Terms of Use.

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3. Your Acceptance; Revisions to Terms of Use. The APSARD Website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and APSARD regarding your use and access to the APSARD Website. **By using the APSARD Website you agree to the Terms of Use.**

APSARD reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the APSARD Website. Your use of the APSARD Website signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the APSARD Website. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 23, shall apply to a controversy or claim of which APSARD had actual notice on or before the date of any such revision.

4. APSARD Policies; Additional Terms and Conditions. APSARD's [Privacy Policy](#) as well as other additional terms and conditions applicable to certain portions of the APSARD Website (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the APSARD Website you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the APSARD Website are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. APSARD is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact [APSARD](#) immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about APSARD's data protection practices and APSARD's use and protection of your personal information, please read APSARD's [Privacy Policy](#) which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the APSARD Website and not interfere with the use and enjoyment of the APSARD Website by other users or with APSARD's operation and management of the APSARD Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the APSARD Website, including, without limitation, information required to be provided through an APSARD registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, APSARD reserves the right to terminate your access and use of the APSARD Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the APSARD Website, or defame or otherwise harm any party, including APSARD, through your use of the APSARD Website.

9. User-Generated Content. In some instances, APSARD may allow posting of third party content, including without limitation user content or content which you may create. APSARD does not claim ownership of content that you post on or through the APSARD Website, such as comments or posts that you submit on forums, blogs, or other websites (“User-Generated Content”). When submitting User-Generated Content, you will abide by any terms set by APSARD with respect to such submission, all of which terms are incorporated herein by reference. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to APSARD a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to APSARD’s [Privacy Policy](#). You agree to post or submit User-Generated Content for non-commercial purposes only, submit all materials in the English language, provide that all submissions are topic or article relevant, and that all content will be legible and comprehensible. With respect to content from the Site that you download under these Terms of Use, the authorization given herein is for a single copy of the material on the APSARD Site for your personal, non-commercial use, and only if you include the following copyright notice: “© 2014 APSARD, All Rights Reserved” and any other copyright and proprietary notices that are contained in the content. You agree that you will not upload any including any personally identifiable information (such as name, phone number, email address, social security number, etc.) or private health information to the Site and you agree that any upload is non-confidential for all purposes, and you release APSARD from any liability with respect to invasion of privacy, rights of publicity, or other similar right or tort action with respect to subsequent disclosure of such content (except for the rights you may have under the [Privacy Policy](#)).

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12. Disclaimer. APSARD Content (including, without limitation User-Generated Content), such as text, graphics, images, and other material contained on the Site, is provided for **informational purposes only** and is not intended as medical advice, or as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition and never disregard such advice or delay seeking it because of something that you have read on the Site. If you think you may have a medical condition or an emergency, call your doctor or 911 immediately. APSARD does not recommend or endorse any specific tests, physicians, clinicians, protocols, procedures, products, opinions, or any other information that may be mentioned at the Site. Reliance on any information at the Site is solely at your own risk. Content at the site may not have been through relevant peer review or required governmental approvals and may also contain incidental inaccuracies. Additionally, to the fullest extent permitted by law and these Terms of Use, APSARD disclaims and makes no warranties or representations with respect to the information presented at the Site or the satisfaction of any governmental regulations requiring disclosure of information on prescription drug products or the approval of any procedures, protocols, or tools (including any software tools) with regard to the content at the Site. The diagnoses and/or treatments/protocols displayed on this Site can be made by a qualified health professional. Going through the list of symptoms provided at the Site or professional discussions at the Site with respect to either symptoms, conditions, or treatments may give you an idea of what types of issues to discuss with your health care provider, but you should not use any information contained on the Site to conclude that you, or someone else, does or does not have a specific medical condition, or what treatment to seek for any medical condition. The Site may contain health- or medical-related materials that are sexually explicit or offensive. If you find such materials offensive, you may not want to use the Site.

13. Patient Information. The APSARD Website, including any public forums which you may access via the APSARD Website, may contain confidential patient information ("Patient Information"). State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use,

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In the event you are dissatisfied with, or dispute, these Terms of Use, the APSARD Website and/or APSARD Content, your sole right and exclusive remedy is to terminate your use of the APSARD Website, even if that right or remedy is deemed to fail of its essential purpose. You confirm that APSARD has no other obligation, liability or responsibility to you or any other party.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND APSARD'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless APSARD Parties from and against all claims arising from or in any way related to your use of the APSARD Website and/or APSARD Content, a violation by you of these Terms of Use, or any other actions connected with your use of the APSARD Website and/or APSARD Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. APSARD will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to APSARD Parties other than under this Section.

22. Term and Termination. These Terms of Use will take effect at the time you begin using the APSARD Website. APSARD reserves the right, with or without notice, at any time and for any reason to deny you access to the APSARD Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use APSARD website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the APSARD Website, including any APSARD Content, in your possession.

23. Arbitration; Venue. Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Nashville, Tennessee. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Tennessee and/or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. APSARD reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue class action or classwide arbitration shall be brought only in the United States District Court for the Middle District of Tennessee or any State of Tennessee court located in Davidson County, Tennessee.

24. **Governing Law.** These Terms of Use and all matters regarding your use of the APSARD Website shall be governed by, construed in accordance with, and enforced under the laws of the United States of American and the State of Tennessee applicable to contracts made and executed and wholly performed in the State of Tennessee, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. **Waiver and Severability.** The failure of APSARD to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and APSARD relating to the APSARD Website and its use by you, and supersedes any previous written or oral communication regarding use of the APSARD Website.

27. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the APSARD Website, please email the [Executive Office](#).

28. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the APSARD Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. **Use of APSARD Website and APSARD Content outside of the United States.** APSARD makes no claims regarding access or use of the APSARD Website or APSARD Content outside of the United States. If you use or access the APSARD Website or APSARD Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

30. **Notice and Takedown Procedures/Copyright Agent.** If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting APSARD's copyright agent (identified below) and providing the following information:

- a) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c) Your name, address, telephone number and (if available) e-mail address.

- d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f) A signature or the electronic equivalent from the copyright holder or authorized representative.
- g) APSARD's agent for copyright issues relating to this web site is as follows:

APSARD
Attn: Office of Privacy
5034A Thoroughbred Lane
Brentwood, TN 37027
info@apsard.org
Or call: 615-649-3083

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We thank you for your cooperation and agreement. We hope you find the APSARD Site helpful and convenient to use. Questions or comments regarding this Site, including reports of non-functioning links, may be submitted using our via email at info@apsard.org

Privacy Policy

Privacy Policy

The APSARD ("APSARD" or "our" or "us") respects your privacy and is committed to protecting it at all times. This online Privacy Policy explains how APSARD collects, uses and safeguards information on its various websites and apps. We collect information about our users in three ways: directly from the user, from our Web server logs and through cookies and other technologies. We use the information primarily to provide you with a personalized Internet experience that delivers the information, resources, and services that are most relevant and helpful to you. We don't share any of the information you provide with others, unless we say so in this Privacy Policy, or when we believe in good faith that the law requires it. You should review this Policy and our related [Terms of Use](#). By accessing our websites and using our services, you agree to this Privacy Policy and to be bound by our Terms of Use. **If you do not agree to the Terms of Use and this Privacy Policy, you should end this session now and refrain from using our websites and apps in the future.**

Changes to the Privacy Policy

As our organization, membership and benefits change from time to time, we expect this Privacy Policy to change as well. We reserve the right to amend the Policy at any time, for any reason, and will signal a change by revising the "Last updated" date at the bottom of this page.

What information we collect and how we use it

Information we collect -- When you browse our site, for example, and do not interact with the site for any online service or product from APSARD, you browse anonymously. Information that identifies you personally--such as your name, address, phone number and email address--is not collected as you browse.

When you create an account to become a registered user on our site, or choose to interact with us in other ways, such as subscribing to APSARD publications, purchasing an APSARD product, applying for APSARD membership, participating in online surveys, submitting questions or comments or requesting information or materials, we will collect certain personal information from you. The type will vary but may include name, address, phone number, birth date, billing and delivery information, email address, credit card information and other demographic information. We do not collect Social Security numbers via any APSARD website. The product or service that you seek will determine the personal information collected.

How we use personal information -- Once collected, we may use your personal information for the following purposes:

- Register you for programs and services you have requested
- Process, fulfill and follow up on your orders or membership application
- Provide access to journal content

- Answer your emails or on-line requests
- Send information you request
- Send and process surveys
- Ensure APSARD sites are relevant to your needs
- Deliver APSARD services such as newsletters, meetings or events
- Recommend content that suits you
- Alert you when fresh content is posted or released
- Notify you about new products/services, special offers, upgrades and other related information from APSARD and approved third parties

You can manage your account, limit alerts or opt-out of some or all future communications. All e-mail communications contain an “unsubscribe” option in case you want to discontinue the communication at any time. Contact us via the phone number or contact form on our site at any time to:

- See what data we have about you, if any;
- Change/correct any data we have about you;
- Ask us to delete any data we have about you; and/or
- Opt out of some or all future communications from us.

When we hire vendors to deliver emails to you on our behalf, they are under agreement and limited from using your email address and other personal information for any other purpose.

These email messages may contain "clear GIFs" or "Web beacons" to measure the offer's effectiveness so we know how to serve you better. We do not collect information that identifies you personally through "clear GIFs" or "Web beacons." You may refuse or remove the placement of these and other cookies by selecting the appropriate settings on your web browser.

How to opt out of email -- To opt out of future emails and newsletters, go to our [APSARD sign-up page](#) or click the "unsubscribe" link at the bottom of any email or other content sent from/by APSARD.

With whom we may share information -- APSARD may share personal information (except your email address) with our business partners in order to provide them an opportunity to offer products or services that may be of interest to you. APSARD also occasionally hires other companies to provide limited services on our behalf including, but not limited to, processing credit card transactions, packaging, mailing and delivering purchases, answering customer questions about products or services, consulting services, data modeling, printing, sending postal mail and processing membership and event registration. We will only provide those companies the information they need to deliver the service. They are prohibited from using that information for any other purpose. Except as described in this section, third parties may not collect personally identifiable information about your online activities over time or across different Web sites when you use our web sites.

APSARD may disclose your personal information to a third party if (1) reasonably necessary to perform a service or deliver a product or publication; (2) authorized by you; (3) permitted under this Privacy Policy; (4) required by statute or regulation; or (5) in the good-faith belief that such action is necessary to: (a) conform to legal requirements or comply with legal process served on APSARD; (b) protect and defend the rights or property of APSARD; (c) protect the personal safety of APSARD personnel or members of the public in urgent circumstances; or (d) enforce APSARD's Privacy Policy or [Terms of Use](#).

Tracking activity on our website We track how our sites are used by both anonymous visitors and registered users who interact with the site. One way we track is by using "cookies." A cookie is a small file or string of text on the site user's computer that is used to aid Web navigation. Two types of cookies are commonly used. A session cookie is created by a website when that website is accessed; that type of cookie is automatically deleted by closing the Web browser. A persistent cookie is a cookie that is stored on the hard drive of the user's computer for a period of time chosen by the website that set the cookie, usually for a number of years, unless the user deletes it manually. This policy distinguishes between short-lived cookies and long-lasting cookies. Short-lived cookies include all session cookies and those persistent cookies that are set to be stored for no more than one week. APSARD-related websites may at times require users to accept short-lived cookies in order for the websites to function properly. Long-lasting cookies may be used on the site to track visitor practices to help determine which site features and services are most important and guide editorial direction. Other long-lasting cookies may make it possible for the user to access the site without requiring entry of a user name or password, allow the user to view different restricted areas of the site without reregistering, allow the user to personalize the site for future use and provide other features and benefits. Users who do not desire the functionality created by the long-lasting cookie can disable the long-lasting cookie function, either by indicating when asked that they do not wish to have a long-lasting cookie created or by disabling the long-lasting cookie function on their Web browser. Individuals can opt out of long-lasting cookie functions at any time.

Cookies are required for some sections of the website. Cookies are essential for site administration and security. Another way we track site activity is by using transparent electronic images called "clear GIFs," "Web bugs," or "Web beacons" on Web pages. These images count the number of users who visit that page from specific banner ads outside our site or through email links. A similar image, sometimes called a "spotlight tag," is used on Web pages where transactions take place. The spotlight tag collects numeric information, such as the dollar amount of an online purchase, to help us understand usage of the site. We do not use any of these electronic images to collect personally identifiable information.

Third party tracking on our websites – Third parties do not track or collect any personal information on individual visitors at our sites, except as set out in this Privacy Policy. Ad networks and data analytics firms track and analyze traffic on APSARD sites, in part, to determine advertising effectiveness, browser types and usage trends, and to present targeted ads based on anonymous information collected through tracking. This anonymous aggregate data on visitors and their use of our content provides business intelligence to better serve visitors, improve our content and track trends or contribute to improving health outcomes. If you open an ad, you leave our sites and become subject to the terms and practices of that separate website, which may have different rules about tracking and data usage. Activation of cookie blocking or

Do Not Track settings in your browser, or other mechanisms that block cookies or other tracking technologies, will not affect the collection or use of personal information as outlined elsewhere in this Privacy Policy.

Children under 13 -- We do not knowingly solicit data online from or market online to children under the age of 13.

Information security -- APSARD implements security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. We restrict access to personal information to our employees and APSARD's business partners who may need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

How we safeguard information

Site security features

SSL technology and how you benefit from it -- APSARD realizes the importance of security, so we've taken a number of steps to enhance the protection of personal information sent to or from APSARD over the Internet. First, we require that a "secure session" be established, using Secure Socket Layer (SSL) technology. This is done any time you supply or access information in one of our secure online areas.

SSL technology creates a private conversation that only your computer and APSARD systems can understand. The SSL technology encodes information as it is being sent over the Internet between your computer and APSARD systems, helping to ensure that the transmitted information remains confidential.

User ID and password -- Many areas of the site require the use of a user ID and password as an additional security measure that helps protect your information. This allows APSARD to verify who you are, thereby allowing you access to your account information and preventing unauthorized access. When you have finished using a secure area of APSARD's website, make sure you always click on the "Log Out" link which appears on every secure page. When you click on the "Log Out" link, you will be given the option to end your secure session. No further secure transactions can be conducted without re-entering your user ID and password. You should be aware that browser software often "caches" a page as you look at it, meaning that some pages are saved in your computer's temporary memory. Therefore, you may find that clicking on your "Back" button shows you a saved version of a previously viewed page. Caching in no way affects the security of your confidential user ID or password.

No guarantee -- Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. Accordingly, and despite our efforts, APSARD cannot guarantee or warrant the security of any information you transmit to us, or to or from our online products or services. Email messages sent to or from a website may not be secure. Confidential information should not be sent by e-mail. Site visitors sending e-mail accept the risk that a third party may intercept e-mail messages.

Linking to other Internet sites

You should be aware that other Internet sites that link to APSARD sites or to an APSARD email may contain privacy provisions that differ from these. To ensure your privacy is protected, we recommend that you review the privacy statements of other Internet sites you visit.

How you can access and change information

If you are a registered user of an APSARD website, subscriber to APSARD publications, purchaser of APSARD products or an APSARD member, you may review and update or correct your information online on the Members only page under Edit Profile or by contacting info@apsard.org.

Public Areas of the Site

APSARD and the APSARD Site may feature public forums where users with similar interests can share information and support one another or where users can post materials (User-Generated Content). Such communities/areas are open to the public and should not be considered private.

Any information (including Personal Information) you share in any online community area including a blog, posting or online discussion is by design open to the public and is not private. You should think carefully before posting any Personal Information in any public forum. What you post can be seen, disclosed to or collected by third parties and may be used by others in ways we cannot control or predict, including to contact you for unauthorized purposes. As with any public forum on any site, the information you post may also show up in third-party search engines.

If you mistakenly post information in our public areas and would like it removed, you can send us an email to request that we remove it by using the Contact Us [hypertext link] link on the Site. In some cases, we may not be able to remove your Personal Information.

Emails You Send to APSARD

This Privacy Policy does not apply to information, content, business information, ideas, concepts or inventions that you send to APSARD by email. If you want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them in an email to APSARD.