

American College of Academic Addiction Medicine "ACAAM Community" Access Agreement

As a condition of initial and continuing participation in, and access to, the American College of Academic Addiction Medicine "ACAAM" Community (Tradewing supported member sharing platform), ACAAM requires those members wishing to participate to accept and adhere to the terms of the following Access Agreement.

Rules

1. ACAAM has made "ACAAM Community" available to interested members for the purpose of providing a forum for the exchange of information relating to the special interest topics in the training and supporting the next generation of academic addiction medicine leaders. Any posted information must be related to the purposes of the ACAAM Community.
2. Members must always comply with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Electronic Security Rule ("Security Rule") established by the U.S. Department of Health and Human Services to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Information posted to the "ACAAM Community" will not be treated as confidential and, therefore, should not identify any patient by name or other identifying features, characteristics, or any other individually identifiable Patient Health Information, as defined under the Privacy Rule. In fact, since any information posted to "ACAAM Community" may be downloaded, reproduced, and disseminated without the knowledge of the sender(s), members should use extreme care when posting or sending such information.
3. Postings are not:
 - i. recommendations or endorsements of a course of treatment for a particular patient;
 - ii. professional opinions or advice; or
 - iii. practice guidelines or other policies intended to supplant a physician's judgment with respect to particular patients or clinical situations. Postings are provided for informational purposes only to facilitate discussion on a given topic.
4. Members should exercise both common sense and courtesy in submitting comments or materials for posting ("Discussions"). Inappropriate submissions would include, for example, comments or materials that:
 - i. make false or defamatory statements about others;
 - ii. are obscene, vulgar, abusive, hateful, or threatening;
 - iii. harass or discriminate based on race, religion, age, nationality, ethnicity, gender, sexual orientation or other factors; or
 - iv. are invasive of the privacy rights of others (e.g., by including addresses, telephone numbers or other personal information about third persons without their consent).

Anyone who believes that a posted message is objectionable is encouraged to immediately notify the ACAAM Community Administrator.

5. Members are prohibited from using the ACAAM Community to communicate with competitors about prices, terms of service, to exchange practice management or any other

proprietary information with anyone involved in the management of physician practices, or otherwise communicate in a manner that may violate federal or state antitrust laws.

6. Members may not post any other information subject to trademark, copyright, or other proprietary rights, except with the express consent of the owner of the rights. Unless expressly provided otherwise, members represent that any and all material provided to ACAAM for the “Community” may be further published, displayed, copied, downloaded, transmitted, or modified by ACAAM or any of its members participating in the “Community”.
7. Due to ACAAM’s status as a tax-exempt organization and the legal limitations on its activities, postings may not contain comments or materials supporting or opposing any candidates for political office or otherwise relating to political activity or activity inconsistent with ACAAM’s purposes.
8. Members are prohibited from posting commercial messages advertising or selling goods or services. Inappropriate submissions of this nature would include and are not limited to:
 - i. promoting a competing organizations conference or event; or
 - ii. providing links that require any kind of payment of purchase.
9. Members must respect the security of the ACAAM Community and may not attempt to gain access to areas private to ACAAM or other members. A member may not upload, post, or transmit any material containing software viruses or any other computer code, files or programs designed to interrupt or limit the functionality of the ACAAM’s Web site, computer software or hardware, or telecommunications equipment. Members may not attempt to decompile, reverse engineer, modify or hack the Web site or underlying software to defeat or overcome any encryption or digital rights management technology implemented by the ACAAM, or to harm, disable, overburden, misuse or interfere with any other party’s use of the ACAAM Community or the ACAAM Web site, servers, networks, or systems.
10. Members are prohibited from using the ACAAM Community to post information pertaining to job openings or job postings.
11. Members are prohibited from using the ACAAM Community for illegal purposes or in any manner that violates the ACAAM bylaws or any other policies, procedures, rules, or regulations of ACAAM. This also includes sharing any information regarding an ongoing lawsuit.
12. ACAAM shall deny access to the ACAAM Community to any member who has not agreed to the terms of this Access Agreement and reserves the right to terminate access to any member who does not abide by such terms.

ACAAM’s Right to Monitor and Administer Connect

ACAAM reserves the right to monitor and administer the ACAAM Community; Tradewing Platform and, in its sole discretion, to refuse to post any Submissions received or to remove Submissions that have been posted. ACAAM also reserves the right to disallow the use of any particular screen name or e-mail address, or to terminate any member’s posting privileges at any time.

Limitation of Liability and Indemnification

Any views expressed on the ACAAM Community are those of the individual participants. They do not and should not be construed as representing the views of ACAAM. ACAAM makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted, whether posted by ACAAM or any third party, and ACAAM assumes no responsibility or liability regarding the

use or misuse of such information for any purpose. The information, opinions, and recommendations presented within the ACAAM Community are for general information only. Such information should not be considered professional advice and is not intended to replace consultation with a qualified professional. Moreover, ACAAM makes no warranty that the ACAAM Community, or any computer, server, device, software, or other technology associated with the ACAAM Community, is free of viruses, worms, or other elements or codes that manifest contaminating or destructive properties. Unless specifically stated otherwise, ACAAM does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned on the "Community", and information from the "Community" should not be referenced in any way to imply such approval or endorsement.

Nevertheless, ACAAM retains the right to monitor posted information and decline to post and/or remove messages or materials that it believes do not comply with the terms of this Access Agreement or are not in the best interests of ACAAM. The site and the content are provided "as is" and "as available". ACAAM expressly disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Each member having access to the ACAAM Community shall indemnify and hold ACAAM harmless from and against any and all liability, claims, damages, losses, costs, and expenses (including reasonable attorney's fees) relating to their acts or omissions or to materials or information they transmit in connection with the use of the ACAAM Community.

Choice of Law

This Agreement shall be governed in all respects by the laws of the State of Illinois irrespective of its choice of laws rules. In addition, members consent to be subject to the exclusive jurisdiction of the state and federal courts of Cook County, Illinois in the event of any dispute between the parties, and members and ACAAM hereby consent to the personal jurisdiction of such courts over them.

Amendment

ACAAM reserves the right to modify the rules of this Access Agreement as they determine from time to time in the best interests of ACAAM, provided all members are notified prior to any such change.

**Please exit now if you do not agree to these terms and conditions.
For any other information please [contact ACAAM](#).**