

## **TERMS AND CONDITIONS OF USE**

## American Society for Clinical Pathology (ASCP) Digital Products

By accessing or using any of the American Society for Clinical Pathology ("ASCP") Internet properties including, without limitation, www.ascp.org, and any other websites or digital products released by ASCP from time to time (collectively referred to as "ASCP digital products") you agree to comply with and be bound by these Terms and Conditions of Use ("Terms of Use"). Please read these Terms of Use carefully as well as ASCP's Privacy Policy which is incorporated herein by reference. If you do not agree to these Terms of Use and the Privacy Policy, you must immediately terminate your use of ASCP digital products.

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

- 1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use ASCP digital products conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use ASCP digital products and ASCP content (as defined below) for your noncommercial personal use and for no other purpose. ASCP reserves the right to bar, restrict or suspend any user's access to ASCP digital products, and/or to terminate this license at any time for any reason. ASCP reserves any rights not explicitly granted in these Terms of Use.
- 2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive ASCP's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), ASCP digital products, any ASCP Content (as defined below), or any portion thereof. Further, you may not (i) use ASCP digital products for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to ASCP digital products, including ASCP Content; (ii) interfere with the proper working of ASCP digital products including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting

routine, instruction or design; or (iii) interfere with any other person's use and enjoyment of ASCP digital products.

3. Your Acceptance; Revisions to Terms of Use. ASCP digital products are 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 ASCP regarding your use and access to ASCP digital products. By using ASCP digital products you agree to the Terms of Use.

ASCP reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to ASCP websites. Your use of ASCP digital products 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 ASCP websites. 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 ASCP had actual notice on or before the date of any such revision.

- 4. ASCP Policies; Additional Terms and Conditions. ASCP's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of ASCP digital products (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. Personal Login Information. Certain features and areas of ASCP websites and digital products 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. ASCP 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 ASCP 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.
- 6. Privacy Policy. For information about the ASCP's data protection practices and the ASCP's use and protection of your



personal information, please read ASCP's Privacy Policy, which is incorporated into and made a part of these Terms of Use.

- 7. 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 ASCP digital products and not interfere with the use and enjoyment of ASCP digital products by other users or with ASCP's operation and management of ASCP digital products. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on ASCP websites, including, without limitation, information required to be provided through an ASCP registration form. If any false, inaccurate, untrue, unauthorized, or incomplete information is submitted by you, ASCP reserves the right to terminate your access and use of the ASCP digital products. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using ASCP digital products, or defame or otherwise harm any party, including ASCP, through your use of the ASCP digital products.
- 8. Proprietary Rights. The content of ASCP digital products includes, without limitation, (i) ASCP's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "ASCP Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through ASCP digital products (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "ASCP Content"). ASCP Content is the property of ASCP, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any ASCP Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from ASCP or the owner of such content if ASCP is not the owner. Any use of the ASCP Marks without the ASCP's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the ASCP Content, including any such notices

- appearing on any ASCP Content you are permitted to download, transmit, display, print, or reproduce from ASCP digital products.
- 9. Responsibility for Use of the Internet and ASCP digital products. Use of the Internet and ASCP digital products is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. ASCP does not guarantee the confidentiality or security of any communication or other material transmitted to or from ASCP websites over the Internet or other communication network. ASCP shall not be obligated to correct or update ASCP websites ASCP Content or User-Generated Content, and ASCP shall not be liable for omissions, typographical errors, or out-of-date information which may appear on ASCP websites.
- 10. Medical Disclaimer. ASCP Content is provided for informational purposes only and is not intended as medical advice, or as a substitute for the medical advice of a physician.
- 11. Patient Information. ASCP digital products, including any public forums which you may access via ASCP websites and digital products, 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, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.
- 12. Third Party Information. ASCP digital products may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or other information made available by third parties such as content providers and other users of ASCP websites are those of the respective third party and not of ASCP or its affiliates. ASCP makes no representation with respect



to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

13. Advertisers. ASCP digital products may contain advertisements of third parties. The inclusion of advertisements on ASCP websites and other digital products does not imply endorsement of the advertised products or services by ASCP. ASCP shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on ASCP websites and digital products. Further, ASCP shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on ASCP websites and digital products. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

14. Links to Third Party websites. ASCP digital products may contain links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which ASCP exercises no control. The appearance of any such third party links (provided by ASCP or by a third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to ASCP digital products, you do so entirely at your own risk.

15. Links to ASCP digital products and websites and ASCP Content. Links posted by third parties ASCP digital products and/ or ASCP Content may not use the ASCP trademark or logo and shall not suggest that ASCP promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of ASCP digital products shall be the responsibility of the linking party. ASCP reserves the right to require any linking party to disable or remove any link that violates the ASCP's rights or causes interruption or deterioration of ASCP Content.

16. Warranties Disclaimed. ASCP DIGITAL PRODUCTS AND ASCP CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER ASCP, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "ASCP PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) ASCP DIGITAL PRODUCTS OR ASCP CONTENT, OR

ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGING; (ii) ACCESS TO ASCP DIGITAL PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ASCP DIGITAL PRODUCTS WILL MEET YOUR EXPECTATIONS; OR (iv) ASCP CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE THROUGH ASCP DIGITAL PRODUCTS. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

17. Limitation of Liability. THE ASCP PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE ASCP DIGITAL PRODUCTS AND/OR ANY ASCP CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF ASCP DIGITAL PRODUCTS AND/OR ASCP CONTENT; (iii) FROM ANY LOSS OF DATA AND/ OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCURE-MENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED THROUGH ASCP DIGITAL PRODUCTS, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM ASCP DIGITAL PRODUCTS; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ASCP DIG-ITAL PRODUCTS; (vii) FROM ANY DELAY OR FAILURE OF ASCP DIG-ITAL PRODUCTS ARISING OUT OF CAUSES BEYOND ASCP'S CON-TROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, ASCP CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, ASCP DIGITAL PRODUCTS (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO ASCP DIGITAL PRODUCTS OR ASCP CONTENT.

In the event you are dissatisfied with, or dispute, these Terms of Use, ASCP digital products and/or ASCP Content, your sole right



and exclusive remedy is to terminate your use of ASCP digital products, even if that right or remedy is deemed to fail of its essential purpose. You confirm that ASCP has no other obligation, liability or responsibility to you or any other party.

18. 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 ASCP'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the ASCP Parties from and against all claims arising from or in any way related to your use of the ASCP digital products and/or ASCP Content, a violation by you of these Terms of Use, or any other actions connected with your use of ASCP digital products and/or ASCP Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. ASCP 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 the ASCP Parties other than under this Section.

20. Term and Termination. These Terms of Use will take effect at the time you begin using ASCP digital products. ASCP reserves the right, with or without notice, at any time and for any reason to deny you access ASCP digital products 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 ASCP digital products, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of ASCP digital products, including any ASCP Content, in your possession.

21. 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 Chicago, Illinois. 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 Illinois and/or the United States District Court for the Northern District of Illinois 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. ASCP 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 an 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 a class action or classwide arbitration shall be brought only in the United States District Court for the Northern District of Illinois or any State of Illinois court located in Cook County, Illinois.

22. Governing Law. These Terms of Use and all matters regarding your use of ASCP digital products shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois applicable to contracts made and executed and wholly performed in the State of Illinois, 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.

23. Waiver and Severability. The failure of ASCP 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 ASCP relating to ASCP digital products and its use by you, and supersedes any previous written or oral communication regarding use ASCP digital products.
- 27. Contact Information. If you have any questions or concerns regarding these Terms of Use or ASCP digital products, please visit our "Contact Us" page (http://www.ascp.org/Functional-Nav/Support).
- 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 ASCP digital products must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
- 29. Use of ASCP digital products and ASCP Content outside of the United States. ASCP makes no claims regarding access or use of ASCP digital products or ASCP Content outside of the United States. If you use or access ASCP digital products or ASCP 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.

Revised March 27, 2013