

Emergency Nurses Association (ENA)
Community Access Agreement

Welcome to ENA's online community ("Community")! The Community is presented by ENA in order to connect members, share information and create a peer-to-peer forum for the discussion of issues relating to the field of emergency nursing.

By joining a Community, you agree that you have read and will follow the rules, terms, and conditions set forth below in this Community Access Agreement. You also agree to reserve discussions and shared files and content to that best suited to the medium. This is a great medium with which to solicit the advice of your peers, benefit from their experience, and participate in an ongoing conversation. Questions should be directed to our Member Services department via the Contact Us link on this site.

This Community Access Agreement governs your participation in and use of the Community. The rules, terms, and conditions set forth below in this Community Access Agreement (collectively referred to as the "Rules") apply to all members of the Community ("participants," "you," or "users") and constitute a binding, legal agreement between you, ENA, and its agents and assigns.

Please take a moment to acquaint yourself with these important Rules. If you have questions, contact the Member Services department. In order to preserve a climate that encourages both civil and fruitful dialogue, we reserve the right to suspend or terminate participation in the Community for anyone who violate these Rules.

Rules

Community participants must adhere to the following rules:

1. ENA has made the Community available to participants for the purpose of providing a forum for the discussion of issues relating to the field of emergency nursing.
2. ENA is making the Community available to participants solely as a service. ENA is not undertaking to render medical advice. Community participants must rely solely on their own judgment with respect to all issues regarding or involving emergency nursing. ENA does not approve or endorse any specific practices that may be mentioned on the Community. ENA makes no representations or warranties regarding the experience, qualifications, or information provided by Community participants or otherwise provided using the Community.
3. Users must comply at all times with the Standards for Privacy of Individually Identifiable Health Information ("Privacy 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 on the 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 on

the Community may be downloaded, reproduced, and disseminated without the knowledge of user(s), users must use extreme care when posting or sending such information.

4. Users acknowledge and agree that they (i) will not have any copyright or other property rights in or to information that they (or others) post on the Community; (ii) specifically waive any such property rights; and (iii) hereby grant all users a license to use (including the right to publish) all information posted by them on the Community.
5. Users are prohibited from using the Community to communicate about prices or terms of service, to exchange practice management or any other proprietary information, or otherwise communicate in a manner that may violate federal or state antitrust laws.
6. Discussion topics are not to be relied on as specific medical advice, and such responses are not intended to constitute practice guidelines or advice.
7. Users should exercise both common sense and courtesy in the messages they transmit on the Community and may not use the Community to transmit defamatory, obscene, and otherwise offensive communications.
8. Users may not post or distribute files, articles, or other information subject to trademark, copyright, or other proprietary rights, except with the express consent of the owner of the rights.
9. Users are prohibited from posting commercial messages or promotions, advertising, or selling goods or services.
10. Users must respect the security of the Community and may not attempt to gain access or provide access to areas private to ENA or the Community.
11. Users are prohibited from using the Community for any purpose that may be illegal. For example, the Community may not be used to solicit or disseminate information having to do with, or to conduct any activity relating to, illegal drugs, pornography, gambling, spreading computer viruses, software infringement, trafficking in credit card codes, price-fixing, illegal boycotts, or other crimes.
12. The Community may not be used in a manner that violates applicable federal, state or local laws, the ENA bylaws or any other policies, procedures, rules, or regulations of ENA.
13. ENA shall deny access to the Community to any individual who has not agreed to these Rules and reserves the right to terminate access to any user who does not abide by the terms set forth herein.
14. The Community is provided by ENA for educational and informational purposes only.
15. ENA reserves the right, in its sole discretion, to (i) remove any postings or other content that is not consistent with these Rules or otherwise not in the best interests of ENA; and

(ii) suspend or terminate access to the Community for violations of these Rules or for otherwise acting in a manner contrary to the interests of ENA.

Disclaimer

The views expressed on the Community are those of the individual contributors. They do not and should not be construed as representing the views of ENA. ENA makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted on the Community, whether posted by ENA or any third party, and ENA assumes no responsibility or liability regarding the use or misuse of such information for any purpose. ENA disclaims any responsibility to maintain copies of any information posted on the Community or to assure that such information is deleted. Unless specifically stated otherwise, ENA does not endorse, approve, recommend, or certify any information, advice, guidance, 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, ENA RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES DO NOT COMPLY WITH THE TERMS OF THIS RULES OR ARE NOT IN THE BEST INTERESTS OF ENA.**

Release

The Rules include a legally binding release, waiver, discharge, and covenant not to sue (collectively, “Release”), made voluntarily by you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, and assigns (collectively, “Releasor” or “you”) to ENA.

As the Releasor, you fully recognize that ENA does not require you to participate in or utilize the Community. With informed consent, and for valuable consideration received, including access to the Community, as the Releasor, you agree to assume and take on yourself all of the risks and responsibilities in any way arising from or associated with the Community and any materials, information, guidance, or advice contained or posted on or to the Community, and you release ENA and its affiliates, members, committees, board, officers, directors, legal representatives, employees, agents, administrators, assigns, and contractors (collectively, “Releasees”), from any and all claims, demands, suits, judgments, damages, actions, and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that you may suffer at any time arising from or in connection with the Community, your acts or omissions, or information you transmit in connection with your participation in and use of the Community, and the materials, information, guidance, or advice contained on the Community, including any injury or harm to others (collectively, “Liabilities”), and you agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

As the Releasor, you recognize that this Release means that you are giving up, among other things, all rights to sue Releasees for injuries, damages, or losses that you may incur. You also understand that this Release binds your heirs, executors, administrators, legal representatives, and assigns, as well as yourself.

Choice of Law

These Rules shall be governed in all respects by the laws of the State of Illinois, United States of America, exclusive of its choice of law or conflict of laws provisions. In addition, users consent to be subject to the exclusive personal jurisdiction of the state courts located in Cook County, Illinois or the United States District Court for the Northern District of Illinois, whichever has jurisdiction, and waive any jurisdictional, venue, or inconvenient forum objections to such court in the event of any dispute between the parties.

Amendments

ENA reserves the right to modify or change the terms of the Rules as it determines from time to time in the best interests of ENA, provided that all Community users are notified prior to any such change. Use of the Community constitutes the user's continuing agreement to be bound by the Rules, as amended from time to time.

Acceptance of Rules

By joining the Community, you (i) represent and warrant that you have read these Rules, including, without limitation the terms of the Release set forth above; (ii) fully understand the terms of these Rules (including, without limitation, the Release included herein) and acknowledge that you have had the opportunity to review these Rules (including, without limitation, the terms of the Release) with an attorney of your choosing if you so desire; and (iii) agree to be legally bound by the terms of these Rules.