CenterSpan Listserv

Terms and Conditions of Subscription

By subscribing to or accessing CenterSpan Listserv, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, please do not subscribe to or access CenterSpan Listserv. This electronic mailing list is named CenterSpan and functions primarily as a forum for transplantation professionals to exchange information and advance their education in transplantation including but not limited to various clinical, political, social, scientific and ethical issues associated with transplantation. The electronic mailing list is a project of the American Society of Transplant Surgeons. It is not intended for use by patients or non-professionals. Every participant is able to view the archives of previous messages and to post questions, responses, files and information to the discussion group.

As a condition of your participation in CenterSpan, you agree not to:

- Provide any information in messages that would identify any specific patients, including without limitation names, birth dates or other information which could enable others to identify a patient.
- Post any messages or otherwise reproduce, display or distribute any information, files, software
 or other material which infringe upon or violate any copyright, patent, trademark, trade secret
 law or other intellectual property right of any third party.
- Post, reproduce or distribute any commercial information, products or services on CenterSpan or otherwise use CenterSpan for commercial purposes
- Post, reproduce or distribute any information or materials of any kind which are unlawful, threatening, abusive, defamatory or obscene, or which encourage conduct that would violate any local, state, national or international law.

You agree to defend, indemnify and hold CenterSpan, and its owners, sponsors, affiliates, directors, agents, and employees, harmless from and against any and all claims, liabilities, costs and losses, including reasonable attorney's fees, arising from any violation of these terms and conditions by you or authorized users of your account.

You understand that CenterSpan has no obligation to monitor the electronic mailing list. However, you agree that CenterSpan has the right to monitor the electronic mailing list from time to time and to refuse to post or remove any information or materials, in whole or part that it deems, in its sole discretion, are objectionable or in violation of these Terms and Conditions. CenterSpan also reserves the right to exclude anyone from participation in or access to CenterSpan.

DISCLAIMER OF LIABILITY

The discussions and materials contained in CenterSpan Listserv include information, facts, opinions and recommendations provided by various participants. All messages, therefore, represent the individual opinions of each contributor, and it is your sole responsibility to evaluate the quality, accuracy, completeness and usefulness of all opinions, recommendations and other information found in

CenterSpan Listserv. CenterSpan and its owners, sponsors, employees, directors, agents, and affiliates do not assume any responsibility for the contents of the electronic mailing list and SPECIFICALLY DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING CENTERSPAN Listserv AND ALL CONTENT AND OTHER INFORMATION OR MATERIALS CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION THE QUALITY, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF SUCH INFORMATION OR MATERIALS. You acknowledge that the opinions, recommendations and other information contained in CenterSpan Listserv is not meant to be relied upon and shall not be deemed the giving of medical advice. You assume all responsibility and risk for your use of any information contained in CenterSpan Listserv.

CenterSpan Listserv is provided on an "AS IS" and "AS AVAILABLE" basis. CenterSpan does not warrant that access to CenterSpan Listserv will be uninterrupted or error free or that any materials which may be downloaded from a message on CenterSpan Listserv are free of any viruses or harmful components.

IN NO EVENT WILL CENTERSPAN OR ITS OWNERS, SPONSORS, EMPLOYEES, DIRECTORS, AGENTS, AND AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES ARISING IN CONNECTION WITH YOUR USE OR INABILITY TO USE CENTERSPAN Listserv OR ANY OF THE INFORMATION CONTAINED THEREIN. BY SUBSCRIBING TO OR ACCESSING CENTERSPAN Listserv, YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST CENTERSPAN AND ITS OWNERS, SPONSORS, EMPLOYEES, DIRECTORS, AGENTS AND AFFILIATES ARISING IN ANY MANNER IN CONNECTION WITH YOUR USE OR INABILITY TO USE CENTERSPAN LISTSERV OR ANY OF THE INFORMATION CONTAINED THEREIN.

If any portion of these Terms and Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. CenterSpan's failure to insist upon or enforce strict compliance with any provision of these Terms and Conditions shall not be construed as a waiver of any provision, or right.

CenterSpan may modify these Terms and Conditions from time to time by sending out notification via the electronic mailing list, and your continued use of CenterSpan Listserv following such notification shall be deemed to be your acceptance of any such modification. If you do not agree to any modification, you must unsubscribe to CenterSpan Listserv.