

Conditions of Use

Last updated: January 19, 2016

Welcome to nasw.org. The National Association of Science Writers Inc. (“NASW”) provides website features and other services to you when you visit our site at nasw.org, use our services, use our applications for mobile, or use software provided by us in connection with any of the foregoing (collectively, “NASW Services”). We provide the NASW Services subject to the following conditions.

By using NASW Services, you agree to these conditions. Please read them carefully.

We offer a wide range of NASW Services, and sometimes additional terms may apply. When you use an NASW Service (for example, the Discussion Groups) you also will be subject to the policies, guidelines, terms and agreements applicable to that NASW Service (“Service Terms”). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

ELECTRONIC COMMUNICATIONS

When you use any NASW Services, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other NASW Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any NASW Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of NASW or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any NASW Service is the exclusive property of NASW and protected by U.S. and international copyright laws.

TRADEMARKS AND SERVICE MARKS

“World Conference of Science Journalists,” “National Association of Science Writers, Inc.,” “Council for the Advancement of Science Writing,” “CASW,” “World Federation of Science Journalists,” “WFSJ,” “ScienceWriters,” “WCSJ,” and “NASW.” In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any NASW Service are trademarks, service marks or trade dress of NASW, CASW, and/or WFSJ in the U.S. and other countries. These trademarks, service marks and trade dress may not be used in connection with any unapproved product or service, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the trademark

holders. All other trademarks or service marks not owned by NASW, CASW, or WFSJ that appear in any NASW Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by NASW.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and your payment of any applicable fees, NASW or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the NASW Services. This license does not include any resale or commercial use of any NASW Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any NASW Service or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by NASW or its licensors, suppliers, publishers, rightsholders, or other content providers. No NASW Service, nor any part of any NASW Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of NASW. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of NASW without express written consent. You may not use any meta tags or any other "hidden text" utilizing NASW's name or trademarks without the express written consent of NASW. You may not misuse the NASW Services. You may use the NASW Services only as permitted by law. The licenses granted by NASW terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

If you use any NASW Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the NASW Services only with involvement of a parent or guardian. NASW reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Where possible, visitors may post reviews, comments, photos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. NASW reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant NASW a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant NASW and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify NASW for all claims resulting from content you supply. NASW has the right but not the obligation to monitor and edit or remove any activity or content. NASW takes no responsibility and assumes no liability for any content posted by you or any third party.

COPYRIGHT COMPLAINTS

NASW respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our notice and procedure for making claims of copyright infringement below.

NASW SOFTWARE TERMS

In addition to these Conditions of Use, the terms found apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with NASW Services (the "NASW Software").

OTHER PARTIES

Parties other than NASW express opinions on this site. In addition, we provide links to other sites. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. NASW does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE NASW SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE NASW SERVICES ARE PROVIDED BY NASW ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. NASW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE NASW SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE NASW SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE NASW SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NASW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NASW DOES NOT WARRANT THAT THE NASW SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE NASW SERVICES, NASW'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM NASW ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NASW WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY NASW SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY NASW SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

DISPUTES

Any dispute or claim relating in any way to your use of any NASW Service, or to any services distributed by NASW or through NASW.org will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent GKL Registered Agents, Inc. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We

also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any NASW Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of New York, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and NASW.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your use of NASW Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

NASW
PO Box 7905
Berkeley, CA 94707
director@nasw.org

How to Serve a Subpoena

If you have a subpoena to serve on NASW, please note that NASW does not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served on NASW.com, preferably by mailing the subpoena to GKL Registered Agents, Inc. NASW's national registered agent. Please find below the address for our agent (the GKL Registered Agents, Inc. office in your jurisdiction may be located through the Secretary of State's website):

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint using our online . We respond quickly to the concerns of rights owners about any alleged infringement.

If you prefer to submit a report in writing, please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

NASW's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Executive Director
NASW
PO Box 7905
Berkeley, CA 94707
director@nasw.org

Please note that this procedure is exclusively for notifying NASW that your copyrighted material has been infringed.

Additional NASW Software Terms

1. **Use of the NASW Software.** You may use NASW Software solely for purposes of enabling you to use and enjoy the NASW Services as provided by NASW, and as permitted by the Conditions of Use, these Software Terms and any Service Terms. You may not incorporate any portion of the NASW Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the NASW Software or otherwise assign any rights to the NASW Software in whole or in part. You may not use the NASW Software for any illegal purpose. We may cease providing any NASW Software and we may terminate your right to use any NASW Software at any time. Your rights to use the NASW Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. Additional third party terms contained within or distributed with certain NASW Software that are specifically identified in related documentation may apply to that NASW Software (or software incorporated with the NASW Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any NASW Service is the property of NASW or its software suppliers and protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the NASW Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. **No Reverse Engineering.** You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the NASW Software, whether in whole or in part, or create any derivative works from or of the NASW Software.
4. **Updates.** In order to keep the NASW Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.
5. **Export Regulations; Government End Users.** You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the NASW Software. If you are a U.S. Government end user, we are licensing the NASW Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the NASW Software are the same as the rights we grant to all others under these Conditions of Use.