

## **National Society of Genetic Counselors Discussion Forum Access & Release Agreement**

Welcome to the National Society of Genetic Counselors (NSGC) Discussion Forum (Forum). The Forum is presented by NSGC for the purpose of providing a peer-to-peer forum for the discussion of issues relating to the practice of genetic counseling. The Forum should be used to exchange information on basic questions regarding the field of genetic counseling. It is the policy of NSGC to allow any NSGC member to participate in the Forum. Information on how to join the Forum is presented to NSGC members in various formats.

As a condition of initial and continuing access to the Forum, NSGC requires all participants to accept and adhere to the terms of this Discussion Forum Access & Release Agreement (Agreement). This Agreement governs your participation in and use of the Forum. Please read the entirety of this Agreement carefully. The terms, conditions and rules set forth in this Agreement apply to all members of the Forum (participants, you, or users) and constitute a binding, legal agreement between you, NSGC, and its agents and assigns.

### **Rules**

Forum participants must adhere to the following rules:

1. NSGC has made the Forum available to participants for the purpose of providing a forum for the discussion of issues relating to the field of genetic counseling.
2. NSGC is making this Forum available to participants solely as a service. NSGC is not undertaking to render medical advice. Forum participants must rely solely on their own judgment with respect to all issues regarding or involving genetic counseling or otherwise involving the practice of medicine or disease management. NSGC does not approve or endorse any specific practices that may be mentioned on the Forum. NSGC makes no representations or warranties regarding the experience of, qualifications of, or information provided by Forum participants or otherwise provided using the Forum.
3. Users must comply at all times with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) established by the United States 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 Forum 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 Forum 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 Forum; (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 Forum.

5. Users are prohibited from using the Forum 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 Forum and may not use the Forum 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 Forum and may not attempt to gain access or provide access to areas private to NSGC or the Forum.
11. Users are prohibited from using the Forum for any purpose that may be illegal. For example, the Forum 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 Forum may not be used in a manner that violates applicable federal, state, or local laws, the NSGC bylaws or any other policies, procedures, rules, or regulations of NSGC.
13. NSGC shall deny access to the Forum to any individual who has not agreed to the terms of this Agreement and reserves the right to terminate access to any user who does not abide by such terms.
14. The Forum is provided by NSGC for educational and informational purposes only.
15. NSGC reserves the right, in its sole discretion, to (i) remove any postings or other content that is not consistent with this Agreement or otherwise not in the best interests of NSGC; and (ii) suspend or terminate access to the Forum for violations of this Agreement or for otherwise acting in a manner contrary to the interests of NSGC.

## **Discussion Forum Etiquette**

- State concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- Send messages such as "thanks for the information" or "me, too" to individuals, not to the entire list. Do this by using the "Reply to Sender" link in every message.
- Do not send administrative messages, such as "remove me from the list," to the group. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing email addresses, you do not need to

remove yourself from the list and rejoin under your new email address. Simply change your email in your member profile.

- If you run into issues when updating your settings, email address, etc. please reach out to NSGC's Executive Office at [nsgc@nsgc.org](mailto:nsgc@nsgc.org).

### **Disclaimer**

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

### **Release**

This Agreement includes 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 NSGC.

As the Releasor, you fully recognize that NSGC does not require you to participate in or utilize the Forum. With informed consent, and for valuable consideration received, including access to the Forum, 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 Forum and any materials, information, guidance, or advice contained in or posted on or to the Forum, and you release NSGC 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 Forum, your acts or omissions, or information you transmit in connection with your participation in an use of the Forum, and the materials, information, guidance, or advice contained on the Forum, 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**

This Agreement 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**

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

### **Acceptance of Access & Release Agreement**

By joining the Forum, you (i) represent and warrant that you have read this entire Agreement, including, without limitation, the terms of the Release set forth above; (ii) fully understand the terms of this Agreement (including, without limitation, the Release included herein) and acknowledge that you have had the opportunity to review this Agreement (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 this Agreement.

**Effective Date: August 16, 2018**

**Updated: February 16, 2024**