Emergency Nurses Association Terms and Conditions of Use Agreement

Welcome to the Emergency Nurses Association (ENA), website (Site). This website is provided as a service of ENA.

- 1. **Agreement.** By using the Site, you agree to this Terms and Conditions of Use Agreement ("Terms of Use" or "Agreement"). ENA reserves the right to change these Terms of Use from time to time. The current "Terms and Conditions of Use Agreement" will always be posted on the Site, and you may view it at any time through the link at the bottom of any public page of the Site.
- 2. **Description of Service.** The Site consists of several sections, some of which may have restricted access. An "Access Agreement" for an individual restricted access section may be viewed by clicking on the link provided on its login page.
- 3. **Intellectual Property.** The entire contents and design of the Site, including all trademarks, logos, trade names, documents, databases, graphic representations, and other information, are the property of ENA, or are used by ENA with permission, and are protected under U.S. and international copyright and trademark laws, whether or not a notice of copyright, trademark, or other proprietary rights appears on the screen displaying the information. Except as otherwise provided herein, users of the Site may save and use information contained on the Site only for personal or other non-commercial, educational purposes. No other use, including, without limitation, reproduction, retransmission, or editing, of Site information may be made without the prior written permission of ENA, which may be requested by contacting ENA at contact@ena.org.
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- 5. **Disclaimer.** ENA makes no warranty, guaranty, or representation regarding the accuracy, content, completeness, reliability, operability, or legality of information contained within the Site, including, without limitation, the warranties of merchantability, fitness for a particular use, and non-infringement of proprietary rights. The information, opinions, and recommendations presented within the Site are for general information only. Unless specifically stated otherwise, ENA does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned on the Site, and information from the Site should not be referenced in any way to imply such endorsement or approval. Moreover, ENA makes no warranty that the Site, or the server that makes it available, is free from viruses, worms, or other elements or codes that manifest

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- 6. **External Links**. Links or pointers connecting the Site with other Internet sites are provided as a courtesy only and do not imply, directly or indirectly, the endorsement, sponsorship, or approval by ENA of the linked site, the organization or individual operating the linked site, or any product, service, individual, or organization referenced in the linked site. In general, any website that has an address (or URL) that does not contain "ena.org" is a linked site. The content of any linked site does not necessarily reflect the opinions, standards, or policies of ENA. Linked sites are not under the control of ENA, and ENA is not responsible for the content of any linked site, any links contained within a linked site, any changes or updates to such sites, or the compliance with applicable laws of such linked sites.
- 7. **DMCA Notice and Takedown Procedures.** ENA abides by the federal Digital Millennium Copyright Act (DMCA) by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of its response, ENA may remove or disable access to material on the Site that is claimed to be infringing, in which case, ENA will make a good-faith attempt to contact the person who submitted the affected material so that person may make a counter notification, also in accordance with the DMCA. By posting material to the Site, the posting party represents and warrants that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants ENA and users of the Site the nonexclusive, unrestricted, royalty-free right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. Anyone who believes that material posted on the Site infringes on his or her copyrighted work should refer to the Procedures for Requesting Removal of Infringing Material.
- 8. **Choice of Law and Forum**. This Agreement is entered into and performed in the State of Illinois, United States of America, and is governed by the laws of Illinois, exclusive of its choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Site, each party irrevocably submits 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 each party waives any jurisdictional, venue, or inconvenient forum objections to such court.
- 9. **Complete Agreement**. If any provision or provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so

that this Agreement shall otherwise remain in full force and effect. These Terms of Use supersede any other statements included elsewhere on the Site that are inconsistent or conflict with these Terms of Use.

10. **Amendments**. ENA reserves the right to modify or change the terms and rules for use of the Site as it determines from time to time in the best interests of ENA. Use of the Site constitutes the user's continuing agreement to be bound by these Terms of Use, as they are amended from time to time.