

ASEM Terms of Use

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITE OR OUR SERVICES.

The present terms and conditions (this "Agreement" or "Terms") is a legal agreement between you and American Society for Engineering Management (ASEM) (hereinafter "ASEM"), a not-for-profit organization duly organized and validly existing, located at 200 Sparkman Dr. NW Ste 2, Huntsville, Alabama 35805. This Agreement annuls and voids all previous agreements.

OVERVIEW

The Site (<https://www.asem.org>) is operated by ASEM. Throughout the Site, the terms "we", "us" and "our" refer to ASEM. ASEM offers this Site, including all information, tools, and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Site and/or purchasing a product or a service from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms. If you do not agree to all the Terms of this Agreement, then you may not access the Site or use any Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to ASEM's website and the current online store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - GENERAL TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any laws in your jurisdiction (including but not limited to motor vehicle laws).

You must not transmit any worms or viruses or any code of a destructive and/or a malicious nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend, or terminate your access to all or any part of our Site.
2. Change, suspend or discontinue all or any part of our products or Site.
3. Refuse, move, or remove any content that is available on all or any part of our Site.
4. Deactivate or delete your accounts.
5. Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on

the Site. ASEM content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of ASEM and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ASEM or our licensors except as expressly authorized by these Terms.

SECTION 2 - CREATING AN ACCOUNT

Once you create an account with us, you are registered on the ASEM Site. The terms "member," "membership," and "account" all refer to this registration as a member on ASEM's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not use the Site.

When you create an account, you will provide a unique username and email. We will also ask you to create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that ASEM is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

Furthermore, the registering party hereby acknowledges, understands, and agrees to:

- a) furnish factual, correct, current, and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, American Society for Engineering Management (ASEM) will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of American Society for Engineering Management (ASEM) Services, or any portion thereof.

SECTION 3 – CODE OF ETHICS

Fundamental Principles

The American Society for Engineering Management (ASEM) requires its members to conduct themselves in an ethical manner by:

- Being honest and fair in serving the stakeholders in the Society including members, other organizations, clients, and the public

- Striving to increase the competence and prestige of the engineering management profession
- Using their knowledge and skill for the protection of the public health, safety, and welfare

Fundamental Canons

Members of ASEM are required to observe the following canons:

1. Hold paramount the safety, health, and welfare of the public
2. Undertake assignments in the profession of engineering management only when qualified by education or experience
3. Maintain professional competence, strive to advance the engineering management body of knowledge, and provide opportunities for the professional development of fellow educators and practitioners in the profession
4. Act in a professional manner towards colleagues, ASEM staff, customers and clients of ASEM, and the public
5. Give proper credit for the work of others and accept and give honest and fair professional criticism
6. Abide by the Constitution, By-Laws, and policies of ASEM
7. Disclose to the ASEM Executive Committee any alleged violation by a member of this Code of Ethics in a prompt, complete, and truthful manner

ASEM Code of Conduct for Meetings

Statement on the Code of Conduct: It is the agreed policy of the American Society for Engineering Management (ASEM) that all participants at ASEM conferences, events and meetings shall be part of an environment that is free from all forms of harassment (including sexual harassment) and retaliation. ASEM meetings are focused on promoting the field of engineering management through positive engagement and discussions. ASEM is committed to providing a safe, productive and inclusive environment for meetings that is welcoming to all participants and staff members. All participants, including attendees, speakers, volunteers, exhibitors, staff members and others are expected to abide by this Code of Conduct. This document should be considered alongside the ASEM Code of Ethics.

Authorship: All authors who submit a presentation to ASEM conferences, events and meetings must have intentions of registering, attending, and presenting at the meeting once the submission is accepted into the program.

Photography: Appropriate care should be exercised when taking photographs or videos and especially during technical sessions as they can be disruptive to presenters. In cases where a presenter has displayed a copyright on slides, permission for taking photographs or videos is required beforehand. ASEM reserves the right to take photographs and videos during meetings for informational and promotional purposes.

Expected behavior:

- Communicate openly with respect and consideration for others, valuing a diversity of views and opinions.
- Behave in a manner that is considerate, respectful, and collaborative with others.
- Avoid personal attacks directed toward other meeting participants.
- Alert meeting organizers if you notice a dangerous situation or someone in distress.
- Respect the rules and procedures of the meeting venue.
- Contribute positively to discussions and exchanges held at meetings.

Unacceptable behavior:

- Harassment, intimidation, or discrimination in any form.
- Physical, written, or verbal abuse of any attendee, speaker, volunteer, exhibitor, staff member, service provider or another meeting participant.
- Disruption of presentations, inappropriate physical contact, and unwelcome attention. Participants asked to stop any harassing behavior are expected to comply immediately.
- Examples of unacceptable behavior include, but are not limited to, verbal comments related to gender, sexual orientation, disability, physical appearance, body size, race, religion, national origin, inappropriate use of nudity and/or sexual images in public spaces or in presentations, threatening or stalking any meeting participant.

Reporting an incident:

- Any individual covered by this Code of Conduct who believes that a violation has taken place should report the incident to the ASEM Operations Director at asem-hq@asem.org.
- All complaints will be treated seriously and investigated promptly. Confidentiality will be honored to the extent permitted as long as the rights of others are not compromised.
- When the investigation is complete, a summary of the findings and applicable actions will be communicated to the complainant and the accused.
- ASEM will not tolerate any form of retaliation against individuals who file a complaint or assist in the investigation. Retaliation is a serious violation of this Code of Conduct and will be subject to disciplinary action.

SECTION 4 - INDEMNITY

All users and/or members agree to insure and hold American Society for Engineering Management (ASEM), our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our Site may submit, post, modify, transmit or otherwise make available through our Services, the use of ASEM Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

SECTION 5 - COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to ASEM's sites.

SECTION 6 - MODIFICATIONS

American Society for Engineering Management (ASEM) reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof

SECTION 7 - TERMINATION

As a member of <https://asem.org>, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to.

As a member, you agree that American Society For Engineering Management (ASEM) may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline.
- b) by way of requests from law enforcement or any other governmental agencies.
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof.
- d) unexpected technical or security issues and/or problems.
- e) any extended periods of inactivity.
- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your <https://asem.org> account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with <https://asem.org> shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within <https://asem.org>.
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

SECTION 8 - LINKS

Either American Society for Engineering Management (ASEM) or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not

endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that American Society For Engineering Management (ASEM) shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

SECTION 9 - PROPRIETARY RIGHTS

You do hereby acknowledge and agree that American Society For Engineering Management (ASEM)'s Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by American Society For Engineering Management (ASEM) or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on American Society For Engineering Management (ASEM) Services (e.g. Content or Software), in whole or part.

American Society For Engineering Management (ASEM) hereby grants you a personal, non-transferable and non-exclusive right and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by American Society for Engineering Management (ASEM) for use in accessing our Services.

SECTION 10 - WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE " BASIS. AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

d) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

SECTION 11 - LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT AMERICAN SOCIETY FOR ENGINEERING MANAGEMENT (ASEM) AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES,

INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE.
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES.
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA.
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE.
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

SECTION 12 – RELEASE

In the event you have a dispute, you agree to release American Society For Engineering Management (ASEM) (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SECTION 13 - NOTICE

American Society for Engineering Management (ASEM) may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

SECTION 14 - INTELLECTUAL PROPERTY RIGHTS

You herein acknowledge, understand, and agree that all of the American Society for Engineering Management (ASEM) trademarks, copyright, trade name, service marks, and other American

Society for Engineering Management (ASEM) logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of American Society for Engineering Management (ASEM). You herein agree not to display and/or use in any manner the American Society for Engineering Management (ASEM) logo or marks without obtaining American Society for Engineering Management (ASEM)'s prior written consent.

American Society for Engineering Management (ASEM) will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, American Society for Engineering Management (ASEM) may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would

constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest.
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon.
- c) A description of the location of the site which you allege has been infringing upon your work.
- d) Your physical address, telephone number, and email address.
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law.
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The American Society for Engineering Management (ASEM) agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

American Society for Engineering Management (ASEM) Attn: Copyright Agent
200 Sparkman Dr NW Ste 2
Huntsville, Alabama 35805

Telephone: 1 (256) 503-8482 Email: ASEM-HQ@asem.org