



## SHRM's Member Community

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### Terms of Use

#### **1. SCOPE OF AGREEMENT**

This Terms of Use Agreement ("Agreement") by and between the Society for Human Resource Management ("we", "us", "our" or "SHRM") and you ("you" or "your") governs your use of the [www.shrm.org](http://www.shrm.org) website and other SHRM owned or controlled websites (collectively, "SHRM Websites") together with all information, content, products, materials and services made available to you through the same by us and/or third parties (which together with the SHRM Websites shall be collectively referred to as the "Services"). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Services in any manner.

When we refer to the "use" of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. These terms and conditions, together with any other terms of use applicable to other SHRM owned or controlled websites, as specifically noted on such sites, and any other policies, rules, and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation our Privacy Policy at <http://www.shrm.org/privacy>, constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Services.

We may add, delete or modify any of our Services at any time in our sole discretion. We may similarly change this Agreement at any time and we will notify you of any changes by posting the changes on the SHRM Websites. Changes will take effect once we notify you ("effective date"). You can always obtain a

current copy of this Agreement at any time on the SHRM Websites. If any change is not acceptable to you, you must stop using the Services. Your use of the Services after the effective date shall constitute your acceptance of such changes. If any new products or services become available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You must also comply with any additional terms which apply to third-party content, material, information, software or other services.

## **2. INFORMATION AND PASSWORDS**

You may be required to provide us with certain information in order to obtain access to and use of certain features and functions of the Services including, without limitation, your name or your company's name, login credentials (e.g., your e-mail address and password), address, telephone number(s), e-mail address, and/or applicable payment data for orders placed for goods and services via the Services (e.g., credit card number, e-mail address, and expiration date) (collectively, your "Information"). You represent, warrant and covenant to us that any and all information and any other information or data you provide to us, is and will be true, accurate and complete when given to us, that in providing such information to us you will not knowingly omit or misrepresent any material facts or information. You further consent and authorize us to verify your Information as required for your use and access to the Services, as applicable.

Certain features and functions of the Services are not generally available to the public. In order to access and use such features and functions, we may require you to enter your email and password. Third parties may also, from time to time, provide you with additional codes or passwords necessary to perform certain transactions or otherwise access the Services. Your email, password, and any additional codes or passwords are collectively referred to herein as "IDs". Your IDs are personal to you. You agree that you will not allow another person to use your IDs to access and use the Services under any circumstances.

You are solely responsible for maintaining the strict confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Services using your IDs. You agree to immediately notify us if you become aware of any unauthorized use of your IDs or other need to deactivate an ID due to security concerns.

## **3. ACCESS TO AND USE OF THE SERVICES**

You may not use or allow others to use, your IDs and/or the Services, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Services, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Services; and/or (d) infringes any intellectual property, privacy or proprietary rights or confidentiality obligations of others. You are solely responsible and liable for any such

activity, behavior, use and conduct. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your IDs.

You also may not use, nor allow others to use, your IDs, the Services, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Services or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Services, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Services.

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Services or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Services or services to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### **4. INTERACTIVE SERVICES**

As a part of and in connection with your use of the Services, you may have access to and use of discussion groups, chat rooms, bulletin boards and other interactive functionality ("Interactive Services"). If you participate in or use any Interactive Services, you are responsible for any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") you upload, post, link to or otherwise transmit (collectively "transmit") and the consequences thereof. **YOU CAN BE HELD LEGALLY LIABLE FOR WHAT YOU TRANSMIT.** If you choose to transmit any Content using such Interactive Services, you agree to do so solely for lawful purposes, in compliance with all applicable laws, and in a professional manner. You expressly agree that we have no responsibility for or control over the Content you may transmit using these Interactive Services. You agree not to use the Interactive Services to post jobs, market products, solicit resumes, collect email addresses, or conduct surveys except where such activity may be expressly called out by SHRM as the purpose of the Interactive Services (such as SHRM's HR Jobs) or where such activity is expressly permitted under separate agreement with SHRM. We make no representation that your use of the Interactive Services will comply with applicable laws or that they were designed to comply with the applicable laws. Additionally, we do not represent, warrant or guarantee the truthfulness, accuracy, quality, or reliability of any of the Content posted, displayed, linked to or otherwise transmitted via any Interactive Services. We also do not endorse any opinions expressed in or through any Interactive Services. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Although we do not actively monitor, regulate or pre-screen your use of the Services, we reserve the unconditional right (but not the obligation) to remove, move or edit any Content we in our sole discretion consider harmful, offensive or unprofessional, disruptive, in violation of law, regulation or any agreement, including, without limitation:

- Content which is or may be in violation of this Agreement;
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- Content that infringes any other person or entity's copyright, trademark, service mark, trade dress or privacy-related rights.
- Content that is promotional in nature
- Content that is derogatory or inflammatory towards others
- Content that is unprofessional or is harmful to the image of the HR profession.

We have no liability or responsibility to you or any other person or entity for performance or nonperformance of such monitoring activities. Persons found in violation of this Section may have their access to such Interactive Services blocked, and, in certain cases, SHRM membership discipline procedures may be initiated. You hereby grant to us a non-exclusive, worldwide, royalty-free, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any Content you submit via the Interactive Services by all means and in any media now known or hereafter developed for any use or purpose. In addition, by using the Services, you agree to release Society For Human Resource Management and its advertisers from any liability arising from Content transmitted by anyone on the Interactive Services, and you agree to **release, hold harmless, indemnify and defend the Society for Human Resource Management and its advertisers from any and all legal or civil actions and penalties and costs, including without limitation attorneys' fees, arising from any Content you transmit.**

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All goods and services offered for sale on the SHRM Websites (collectively, "Products") are guaranteed by the manufacturer, licensor or distributor against defects in material and workmanship for 30 days from the date of purchase. Within that time period, you must contact Customer Service ([shrmstore@shrm.org](mailto:shrmstore@shrm.org)) and we will coordinate attempts to correct, repair or replace the defective Product. Except as otherwise specifically set forth herein, you may return any un-opened, unused Product in its original packaging within 30 days following the date of purchase for a refund (less shipping and handling). No returns shall be accepted following such 30 day period. Sales of any SHRM e-Learning course may be eligible for a 100% refund. The SHRM e-Learning course must not have been completed (i.e. you cannot complete the course

and then seek a refund), and you must contact Customer Service for a refund within 2 business days from the date of purchase of the e-Learning course. Sales of any Software as a Service Products (“SaaS”) (i.e. those software products accessed online or through a portal) may be eligible for a 100% refund. You must not have logged into the product, and you must contact Customer Service for a refund within 30 days from the date of purchase of the SaaS product. ALL SALES OF ANY SOFTWARE (I.E. PHYSICAL PRODUCTS YOU CAN INSTALL ON YOUR DEVICE) PURCHASED VIA THE SHRM WEBSITES ARE FINAL AND ARE NOT ELIGIBLE FOR RETURN. RETURNS OF ANY VIDEO-BASED PRODUCT PURCHASED VIA THE SHRM WEBSITES MUST BE MADE WITHIN 7 DAYS FOLLOWING THE DATE OF PURCHASE TO QUALIFY FOR A FULL CREDIT OF THE APPLICABLE PURCHASE PRICE TOWARD THE PURCHASE OF ANY OTHER PRODUCT.

We have no responsibility or liability whatsoever for goods or services you may obtain from or through other websites or web pages, even if you were directed or linked to such a site or page through the SHRM Websites, nor are we responsible for assisting you in correcting any problem you may experience with Products if you do not notify us within the 30 day period noted above or for any goods or services not obtained directly on the SHRM Websites. You agree that your sole and exclusive remedy and our sole, exclusive and maximum liability arising from or relating in any way to any Product shall be the amount you actually paid us (or our suppliers or other e-commerce partners) for it.

If a Product is listed at an incorrect price or with incorrect information, we reserve the right to refuse or cancel orders placed for that Product, whether or not the order has been confirmed and even if your account has been charged (in which event we will issue a credit to your account in the amount of the charge).

Our creation or transmission of an order confirmation does not signify acceptance of your order, nor constitute a binding confirmation of an offer to sell any Product and we reserve the right to accept or decline your order for any reason up until the time the Product is actually delivered to you. We reserve the right at any time, without prior notice, to limit or reduce the quantity you ordered of any Product and we will notify you if we do so. Products are offered for sale only to end user customers or as personal gifts to end user customers and not for resale. We do not accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies (collectively, "Resellers") via the SHRM Websites, and reserve the right to refuse, cancel or seek the return of any Products that are purchased in violation of the foregoing restrictions. Resellers wishing to place orders for Products should send an email to the SHRM Store manager at [shrmstore@shrm.org](mailto:shrmstore@shrm.org) for more details.

You are responsible for any taxes imposed on the sale or use of Products and applicable taxes may be added to the amount charged for Products purchased on the SHRM Websites. If an order consists of multiple items, they may be shipped separately depending on availability.

## **6. INTELLECTUAL PROPERTY**

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An electronic or 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 SHRM Websites;

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.

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The Services may provide, or third parties may provide, links to other World Wide Websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services made available on or through any such site or resource.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SHRM, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SHRM WEBSITES AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SHRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

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## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

## **12. TERMINATION**

We may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

## **13. GOVERNING LAW AND INTERPRETATION**

This Agreement and your use of the Services, will be interpreted under and governed by the substantive laws of the Commonwealth of Virginia, excluding its conflicts-of-law rules. You agree that exclusive jurisdiction and venue of any dispute with SHRM or its licensors, or any of their respective affiliates, officers, directors, employees, contractors, agents, representatives or suppliers, arising out of or in any way relating to this Agreement shall reside in the federal and state courts sitting in the Commonwealth of Virginia. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. The parties hereby agree to opt-out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act ("UCITA"). This Agreement may not be modified by anyone except in writing signed by an authorized officer of SHRM. No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement. You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void. If any term of this Agreement is



held invalid, illegal or unenforceable, the remaining portions shall not be affected. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.

**I AGREE**

**I DO NOT AGREE**

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