



SPEC Terms of Use & Conditions

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Introduction

By using this site, you are accepting these Terms & Conditions of Use (“Terms & Conditions”). If you do not agree to these Terms & Conditions, please do not use our site. The Specialty Pharma Education Center (SPEC) reserves the right to modify or amend these Terms & Conditions from time to time without notice. If you continue to use our site after we post changes to these Terms & Conditions, it will mean that you accept those changes.

The Specialty Pharma Education Center, Specialty Physician Education Center, and Specialty Patient Education Center, will herein be referred to as “SPEC”. The SPEC web site registrant, course registrant, user, visitor, member, course taker, attendee, and learner, will herein be referred to as the “user”.

About SPEC

Mission

Our mission is to provide continuing education/continuing medical education (CE/CME) programs, certification curriculum and educational forums designed to address the needs of patients requiring specialty pharmaceuticals, and emerging novel therapies requiring additional skill sets including use of healthcare informatics, registries, and clinical markers to improve patient care.

Vision

Our vision is to produce CE/CME programs that address the future of high tech interventional pharmacology, nursing and medical practice that will drive the professional practice of pharmacy, nursing and medicine into leadership positions throughout healthcare delivery systems.

Goals

To provide relevant and comprehensive CE/CME programs for all healthcare professionals.

To provide continuing medical education programs based on identified educational needs and designed to address the needs of patients requiring specialty pharmaceuticals, and emerging novel therapies requiring additional skill sets, including the use of healthcare informatics, registries, and clinical markers to improve patient care.

To provide continuing education programming through biannual conferences, seminars, webinars and jointly sponsored activities that are local, national, and international in scope.

To consistently engage key opinion leaders, academicians, specialty therapeutic subject matter experts and educational committees involved in CE/CME content development, to ensure SPEC CE/CME content identifies and addresses the current continuing education needs of the specialty healthcare professional.

To regularly and consistently evaluate the results and outcomes of SPEC CE/CME programs and utilize this data to enhance future continuing education programming.

To improve healthcare delivery and patient outcomes by developing educational content to translate research into real world evidence for the healthcare professional.

Disclaimer Policy

The information contained on the SPEC website is for educational and informational purposes only. In no event will SPEC be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the SPEC website.

Through this website you are able to link to supplementary websites which are not under the control of SPEC. SPEC has no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, SPEC takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Firewall Policy

Specialty Pharma Education Center is an independent, limited liability corporation (LLC), whose mission is solely medical, pharmacy, and healthcare provider continuing education. SPEC is not owned by, nor part of, any proprietary entity producing, marketing, re-selling, distributing or otherwise participating in or profiting from the distribution, promotion or sale of health care goods or services consumed by, or used on, patients.



SPEC only provides continuing education for physicians, pharmacists, nurses, pharmacy technicians, and other professional health care providers. SPEC does not provide promotional activities for any pharmaceutical and/or medical device manufacturing company.

Non-Discrimination Policy

The Specialty Pharma Education Center (SPEC) does not, and shall not, discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. SPEC is committed to providing an inclusive and welcoming environment for all members of its staff, volunteers, subcontractors, vendors, and clients.

Acceptable Use Policy

You must not use the SPEC website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the SPEC website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without SPEC's express written consent.

You must not use this website for any purposes related to marketing without SPEC's express written consent.

Copyright Policy

All materials contained on this site and its subsidiary sites are protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published, or broadcast without the prior written permission of the Specialty Pharma Education Center (SPEC).

Copyright and other relevant intellectual property rights exist on all text relating to SPEC's services and the full content of the SPEC website.

SPEC's logo is a registered trademark of the Specialty Pharma Education Center, LLC in the United States and other countries. The brand names and specific services of SPEC featured on this website are trademarked.

Guidelines

SPEC holds the copyright for the CME/CPE/CNE activities posted on the site as they are fixed in this medium. You are authorized to view, copy, download, and print materials on this website, subject to abiding by the following terms, conditions, and exceptions:

1. The materials will be used for educational purposes only.
2. There will be no commercial use or commercial reproduction of the educational materials.
3. The materials are not to be modified. They are to be distributed in the format provided with the source clearly identified.
4. The copyright information or other proprietary notices may not be removed, changed, or altered.
5. Access to materials will be restricted to online participants and SPEC organizational staff only.
6. All intellectual property and copyrights are retained by SPEC and/or copyright owner and are not transferred to any third party.
7. Proper citation, referencing, copyright permission (including associated costs) are the responsibility of the faculty member.
8. The site design, layout and individual elements are not to be reproduced, copied, or redistributed except as indicated above in items 1, 2, and 3.

DMCA

It is the policy of SPEC to respond to notices of alleged copyright infringement, in compliance with the Digital Millennium Copyright Act and other applicable laws. This page describes how to serve a Notice of Infringing Material and what to do if any material you have placed on any SPEC site becomes the subject of such a notice.

Before serving either a Notice of Infringing Material or a Counter-Notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other laws. The following notice requirements are intended to comply with SPEC's rights and obligations under the DMCA and do not constitute legal advice. SPEC's response to these notices may include removing



or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If SPEC removes or disables subscriber access in response to such a notice, SPEC will make a good-faith attempt to contact the owner of the affected site, or the uploader of the affected material or post, so that they may make a counter notification. SPEC may also document notices of alleged infringement on which SPEC acts. Your complaint will also be a matter of record. A copy of the legal notice may be sent to one or more third parties who may then make it available to the public.

Please be advised that you may be liable for damages if you materially misrepresent that a post, product or activity is infringing your copyrights.

If you are a copyright owner or an agent thereof and you believe that any content or link on one of SPEC's sites infringes upon your copyrights, you may submit a notice pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent the following information in writing:

1. Your physical or electronic signature;
2. Identification of the copyrighted work or works claimed to have been infringed;
3. Identification of the material that is claimed to be infringing that copyrighted work, and URLs or similar information sufficient to permit us to locate that material on our websites and services;
4. Information to permit SPEC's agent to contact you: your address, telephone number and email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Designated DMCA Agent

SPEC's designated DMCA Copyright Agent to receive Notices of Infringing Material is:

Chief Executive Officer
Specialty Pharma Education Center, LLC
support@specialtycme.org

Only DMCA notices should go to our DMCA Copyright Agent. You acknowledge that if you fail to comply with all of the requirements listed, your DMCA notice may not be valid.

Counter-Notification

In some instances a customer of one of SPEC's services who has uploaded or posted materials identified as described above may supply a counter-notification. The owner of an affected page or site on one of SPEC's services, or the provider of affected content on one of our services may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DCMA. When SPEC receives a counter-notification, SPEC may reinstate the posts or material in question.

To file a counter-notification with SPEC, you must provide a written communication (by fax, regular mail or by email) that sets forth all of the items required by the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others. If you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

Intellectual Property

Users must adhere to applicable intellectual property law, and the terms and conditions of any and all software licensing agreements and/or copyright laws as specified by the vendor or licensor. Explicitly:

- Unauthorized use of SPEC trademarks or logos and other protected trademarks and logos is prohibited.
- Infringing upon the copyright, trademark, patent, or other intellectual property rights of others in computer programs or electronic information (including plagiarism and unauthorized use or reproduction) is prohibited.
- The unauthorized storing, copying or use of audio files, images, graphics, computer software, data sets, bibliographic records and other protected property is prohibited, except as permitted by law.

Grievance & Refund Policy

Should any user be dissatisfied with the quality of the continuing education programming offered on the SPEC web site, a request in writing must be submitted to SPEC at support@specialtycme.org for consideration of a refund of course fees.

Both you and SPEC have the right to terminate any agreement for any reason, including ending of services that are already underway. No refunds shall be offered where a service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to



us which constitute payment in respect of the provision of unused services, shall be refunded.

Privacy Policy

This privacy policy discloses the privacy practices for SPEC (www.specialtycme.org). This privacy policy applies solely to information collected by this web site. It will notify you of the following:

- What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
- The choices available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.

Information Collected automatically

Each time you visit one of our Sites, Web Analytical Information is automatically gathered. In general, this Information does not identify you personally. Examples of Web Analytical Information include, but are not limited to:

- IP address
- Collection Date
- Connection Speed
- Country, State, DMA, City (relating to IP address, if available)
- Domain (.com, .net, .mil, .org, .edu, etc.)

Information You Provide to Us

In addition to the Web Analytical Information automatically collected when you visit our Sites, SPEC also collects, uses and discloses Personal Information that you provide to us voluntarily when you respond to an advertisement or survey, register for our educational or other services, order products or services from us, request Information regarding one of our educational programs, etc. While the exact nature of the Personal Information may vary depending on the type of response or service requested, the following is a non-exclusive list of the types of Information that may be collected to the extent it is necessary and applicable for the intended purposes:

- First, Middle and Last Name, Previous Names
- Street Address, City, State, Country, Postal Code
- Date of Birth
- Gender

- Employment
- Native Language
- Address Type
- Email address
- Cell Phone Number
- Individual Record Number (IRN) or Social Security Number
- Credit Card Number or Other Financial Information

Information Collection, Use, and Sharing

SPEC is the sole owner of the information collected on the site. SPEC only has access to/collects information that you voluntarily provide via email or other direct contact from you. SPEC will not sell or rent this information to anyone.

SPEC will use your information to respond to you, regarding the reason you contacted it. SPEC will not share your information with any third party outside of the organization, other than as necessary to fulfill your request, e.g. to process an order.

Unless you ask SPEC not to, SPEC may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- Identify the data SPEC has about you, if any.
- Change/correct any data SPEC has about you.
- Delete any data SPEC has about you.
- Express any concern you have about SPEC's use of your data.

Security

SPEC takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever SPEC collects sensitive information (such as credit card data), that information is encrypted and transmitted in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or by looking for "https" at the beginning of the address of the web page.



While SPEC uses encryption to protect sensitive information transmitted online, SPEC also protects your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which SPEC stores personally identifiable information are kept in a secure environment.

Registration

In order to use this website, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age), however it is not required.

Cookies

SPEC uses “cookies” on its site. A cookie is a piece of data stored on a site visitor’s hard drive to help SPEC improve your access to its site and identify repeat visitors. For instance, when SPEC uses a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on SPEC’s site. Cookies can also enable SPEC to track and target the interests of its users to enhance the experience on the site. Usage of a cookie is in no way linked to any personally identifiable information on the SPEC site.

Links

SPEC’s web site contains links to other sites. Please be aware that SPEC is not responsible for the content or privacy practices of such other sites. SPEC encourages its users to be aware when they leave the SPEC site and to read the privacy statements of any other site that collects personally identifiable information.

Surveys & contests

From time-to-time the SPEC site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, company). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes

of monitoring or improving the use and satisfaction of the site.

Limitations of Liability

SPEC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if SPEC has been expressly advised of the potential loss.

SPEC does not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You agree that from time to time SPEC may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify SPEC and undertake to keep SPEC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by SPEC to a third party in settlement of a claim or dispute on the advice of SPEC’s legal advisers) incurred or suffered by SPEC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.



Obtaining CME/CPE/CNE Credits

Who is eligible

- For MD/DO — for using SPEC, you earn AMA PRA Category 1 Credit™ that you can apply toward your licensing requirements.
- For Pharmacists – for using SPEC, you earn an ACPE designated Continuing Education Credit (CEU) that you can apply toward your licensing requirements.
- For Nurses - for using SPEC, you earn an ANCC designated Continuing Nursing Education Credit that you can apply toward your licensing requirements.

How to Take Continuing Education (CE) Courses

You may register and log in to SPEC and select a continuing education (CE) course from our curriculum. Once you have selected the course and added it to your cart, you may purchase the item and proceed to accessing it.

You will be presented with the following items and you will have to successfully complete them in their respective order to receive full credit and recognition from the accrediting organization:

Pre Assessment

A set of questions to test your knowledge on the subject matter prior to the actual presentation. This information helps SPEC evaluate your progress and effectiveness of the subject.

Presentation

A presentation video (or live programming) that illustrates the subject matter and provides educational learning material to the user.

Post Assessment

A set of questions to test your knowledge on the subject matter after the actual presentation. This information helps SPEC evaluate your progress and effectiveness of the subject. The question bank includes questions from the Pre-Assessment.

Evaluation

An end-of-course evaluation that gauges your opinion on the program and its delivery in assisting you to reach your goal.

System Requirements

Hardware & Peripherals

- A processor of 2 GHz or faster
- 1GB RAM or greater
- Cable/DSL connection or better
- Monitor and video card with 1024x768 or greater resolution
- Sound card with speakers

Software/Applications

- Operating system: Windows® XP or later, Mac OS 10.4 or later
- Microsoft Office 2003 or later (PC), Office 2011 (Mac)
- Internet Browser: Microsoft® Internet Explorer version 7.0 or later, Mozilla Firefox 3.5 or later, Google Chrome 7.0 or later, Apple Safari 5.0 or later
- Adobe® Reader 9.0 or later (for selected courses)
- Adobe Flash plug-in 10.0 or later
- Citrix Online Plug-in (for selected courses)

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of Florida, United States of America.

Notification of Changes

SPEC reserves the right to change these conditions from time to time as it seems fit and your continued use of the SPEC site will signify your acceptance of any adjustment of these terms. If there are any changes to SPEC's privacy policy, we will announce that these changes have been made on the home page and/or via email to members. If there are any changes in how SPEC uses its site customers' Personally Identifiable Information, notification by email or postal mail will be made to those affected by this change. Any changes to SPEC's privacy policy will be posted on the website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

If you feel that SPEC is not abiding by this privacy policy, you should contact SPEC immediately via telephone at 703.229.6260 or via support@specialtycme.org.



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