

Institute for Supply Management®

ISM®

Terms and Conditions



This Terms of Service ("Agreement") is a legal agreement between you (referred to herein as "you" or "your") and Institute for Supply Management ("we", "our", or "us") for access to and use of our website (the "Website") and other related software, interactive features or downloads operated by us and that are available through the Website (whether accessed directly or through any software Website) (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

ISM Anti-Trust Policy

STATEMENT OF ANTITRUST POLICY

It is the express policy of Institute for Supply Management® (ISM®) to comply at all times with all existing laws, including the antitrust laws, and in furtherance thereof, this ISM Antitrust Policy shall apply to all activities and programs sponsored or conducted by or within ISM, including CAPS Research, and is intended to minimize the risk of the appearance of any violation of the antitrust laws.

General Standards for ISM Activities

The following General Standards shall apply to all ISM-sponsored meetings, events and activities:

1. This ISM Antitrust Policy will be made available to all ISM members and others involved in ISM meetings, activities and events by publication on the ISM and CAPS Research websites and will be referred to when appropriate in program announcements, materials, surveys and other
2. All ISM meetings shall be scheduled meetings. An agenda shall be prepared and distributed to attendees in advance and will be reviewed by legal counsel where Subjects not included on the agenda generally will not be discussed at a meeting.
3. When necessary to comply with this ISM Antitrust Policy, legal counsel will be present at ISM meetings and events.
4. When necessary to comply with this ISM Antitrust Policy, minutes of ISM meetings will be reviewed by legal
5. When necessary to comply with this ISM Antitrust Policy, legal counsel will approve new ISM programs and changes in existing
6. Discussion of the following will be avoided at all ISM meetings:
 - Current or future prices
 - What constitutes fair profits
 - Possible increases or decreases in prices
 - Standardization or stabilization of prices
 - Pricing
 - Cash discounts
 - Credit terms
 - Control of sales
 - Allocation of markets, and freight allowances
 - Specific contract terms used with suppliers
 - Plans or strategies to award or remove business from a particular supplier
 - Refusal to deal with a corporation or individual because of its pricing or marketing practices
 - Confidential information or trade secrets
7. ISM and CAPS Research reports, surveys and other information products will be made available to nonmembers with a valid business purpose, subject to reasonable delay in publication and reasonable charges when appropriate.

Standards for Conduct and Use of Surveys and Benchmarking

1. ISM and CAPS Research shall not disclose trade secrets or other confidential proprietary information of survey respondents which would ordinarily be withheld from competitors or others.
2. The purposes of the survey are to be well defined, and the possible use of the survey or statistical program identified.
3. Survey questions and compilation of data are to be formulated in a simple, concise manner.
4. Participation in or responding to the survey must be voluntary.
5. Price or cost data to be provided shall be at least three months old at the time of response.
6. Non-price forward-looking data will not be requested or provided.
7. There shall be at least five providers reporting data upon which each disseminated statistic is based and no individual provider's data shall represent more than 25% on a weighted basis of that statistic.
8. Information disseminated shall be sufficiently aggregated such that it will not allow recipients to identify the data provided by individual respondents.
9. ISM will maintain and preserve the confidentiality of the original information collected.
10. Data will be collected and analyzed by a party independent of those furnishing information.
11. Participants in a survey shall not have access to the raw data submitted and compiled.
12. All surveys shall comply with applicable guidelines and regulations of the United States Department of Justice and Federal Trade Commission.

Standards for ISM Sponsored Events

1. All ISM sponsored meetings, events and activities shall be conducted in accordance with the General Standards set forth above.
2. At all ISM sponsored meetings, events and activities, including breakout sessions, meals and social events, discussion of the topics listed under paragraph 6 of the General Standards shall be avoided. All participants are encouraged to promptly object to any question, comment or discussion that they do not believe is appropriate.
3. Program materials distributed at all ISM sponsored meetings, events and activities shall prominently refer to the ISM Antitrust Policy and include the list of topics that should not be discussed.

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ISM Promotions: ISM promotions are applicable to registrations where other promotions and discounts have not been applied. Any promotion that contains a deliverable by ISM shall be delivered upon the conclusion of the event and verification of your attendance. ISM reserves the right to substitute any promotion with equal or lesser value.

Indemnity: ISM reserves the right to make changes, restructure or postpone the program without notice. If the program is not held for any reason, ISM's liability is limited to the program fee.

Photo/Audio/Video Release: From time to time, ISM uses photos and/or audio/video of participants in public event spaces in our promotional and educational materials. By virtue of your attendance, you agree to the use of your likeness in such materials, including print and/or electronic media without further notification or authorization.

Tax Deduction: The Internal Revenue Service may permit an income tax deduction to U.S. residents for expenses (including registration fees, travel costs, meals and lodging) incurred in pursuit of continuing professional education. Consult your tax adviser for details.

Cancellation: Upon purchase, ISM products are non-refundable nor exchangeable. Please refer to the individual product details for additional information.

Intellectual property: ISM products and data are protected by United States and International copyright and other intellectual property laws. You may use material for your personal, non-commercial use only. You must obtain our express written permission to reproduce any part of the site or other intellectual property owned by us or to create a link to the site.

Online Community Rules of Engagement

By joining and using these forums, you agree that you have read and will follow the rules and guidelines for these groups. ISM reserves the right to suspend or terminate participation in all communities, and social media pages or groups, for members who violate these rules, helping us preserve a climate that encourages civil and fruitful dialogue.

Be Kind and Courteous

Healthy debates are natural, but kindness is required. All defamatory, abusive, profane, threatening, offensive, or illegal comments and materials are strictly prohibited. Any obvious words or messages of hate are not welcomed here and will not be tolerated.

No Promotions or Spam

Give more than you take to this group. Self-promotion, spam, sales and irrelevant links aren't allowed.

Respect Everyone's Privacy

Responses to group posts and poll results may be shared in our magazine but your full name will not be used.

Respect Intellectual Property

By posting material, the posting party warrants and represents that they own the copyright with respect to such material or have received permission from the copyright owner.

Terms

These sites are provided as a service of ISM for its members. ISM is not responsible for the opinions and information posted on this site by others. ISM disclaims all warranties with regard to information posted on this site; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall ISM be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of any information posted on this site. In addition, the posting party grants ISM and users of this list the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers. ISM reserves the right to monitor the site for inappropriate postings. ISM does not on its own undertake editorial control of postings.

However, in the event that any inappropriate posting is identified, ISM will take all appropriate action, including but not limited to:

- Removal of any postings that are deemed to violate the code of conduct policies
- Notification of the violation to the posting member
- Placement of the member into a moderation status, requiring all future posts to be reviewed and approved before they post to the discussions
- ISM reserves the right to terminate access to any user who does not abide by these guidelines.