

Terms of Use

National Council on Alcoholism and Drug Dependence, Inc. (NCADD) maintains this website (“materials, electronic products and/or services”) in order to provide you with information about our work, and to enable you to interact with us online. This Linking and Use Agreement describes our understanding with you when you visit our website and use our materials, electronic products and and/or services. YOUR USE OF THE WEBSITE, OUR MATERIALS, ELECTRONIC PRODUCTS AND SERVICES AND/OR DOWNLOADING OF MATERIALS FROM OUR WEBSITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

NCADD's website, our materials, electronic products and/or services have several features. In addition to providing descriptions of our programs, the website provides you with the opportunity to shop on-line through our Bookstore or interact with us and download links for use on your website. We encourage you to read the entire policy as it sets forth our understanding with you when you visit our website. These terms and conditions have been developed for your protection, as well as ours.

Throughout this policy, you will see the terms "NCADD," "we," "our," and "us" - these terms refer to National Council on Alcoholism and Drug Dependence, Inc., a Connecticut non-stock corporation with tax-exempt status pursuant to Internal Revenue Code Section 501(c)(3). You will also see the terms “I,” "you," "your," and "yours" — these terms refer to visitors to and users of our Website. In the United States, National Council on Alcoholism and Drug Dependence, Inc. is the sole owner of the name “National Council on Alcoholism and Drug Dependence, Inc.” which is a registered trademark. Your use of the name and logo and/or links bearing the name and logo acknowledges NCADD’s exclusive ownership of the name and/or right to use the logo. All use of or goodwill associated with the name, logo, our materials, electronic products and/or services will inure to the benefit of NCADD. The logo, electronic products and services are provided without warranties of any kind, express or implied, including without limitation, warranties of title or non-infringement. Use of our materials, electronic products and/or services provided at the site is solely at your own risk.

1. LINKING TO THE NCADD WEBSITE AND USE OF WEBSITE MATERIALS, NAME AND LOGO, AND TECHNOLOGY

NCADD appreciates informational and educational uses of the NCADD website, our materials, electronic products and/or services, including our name and logo. However, there are limits on the

Terms of Use

uses, including the use of the name and logo and the links bearing the name and/or logo.

PLEASE BE AWARE: by copying and/or downloading material from the NCADD website, name and logo, links bearing our name and the logo and/or using our electronic products and/or services you agree to the terms and conditions set forth in this Terms of Use and Linking Agreement and any terms and conditions that may be outlined elsewhere on our website. Without limiting any other terms or conditions, the permission to use the NCADD website, materials, electronic products and/or services, including our name and the logo and/or links bearing the name and logo, is subject to the following:

- a) Use of the name and logo or links bearing the name and logo may not indicate or create an impression that NCADD endorses, approves, sponsors or is affiliated with your products, goods, services or your website.
- b) Your use of the name and logo or links bearing the name and logo may not indicate or create an impression that NCADD will benefit from the sale of any good or service.
- c) Links bearing the name and logo may only be used for the purpose of linking to the NCADD website as designated within the link.
- d) The links bearing the name and logo will always be active links.
- e) The name and logo and/or link bearing the name and logo may not be combined with any other graphic elements; nor may they be altered in any manner including size, proportions, font, design, arrangement, colors or elements; nor may they be animated, morphed or otherwise distorted in perspective or appearance.
- f) The name and logo and/or link bearing the name and logo may not appear more prominently than your personal, company, product or service website name.
- g) You will not transfer, assign, sell, reproduce, distribute or otherwise exploit the name and logo or your link to us.
- h) The NCADD name and logo and/or link bearing the name and logo may not appear on any

Terms of Use

pages of any websites that include content or advertising for alcoholic beverages, tobacco, pornography, religious material, partisan material, political material or firearms.

i) Appropriate action by NCADD may include, but is not limited to, the revocation of the right to use the name and logo and/or any links bearing the name and logo, in which event you agree to remove the name and logo and/or the links bearing the name and logo within 2 business days of notice of revocation.

It is improper, and may be a violation of law, for you to post or download and distribute any material that you do not own or for which you do not have permission to use. PLEASE BE AWARE: violation of someone's copyright, trademark, or other intellectual property rights may subject you to civil and/or criminal penalties.

2. INAPPROPRIATE USE OF NCADD MATERIALS, ELECTRONIC PRODUCTS AND SERVICES AND/OR TECHNOLOGY

It is inappropriate to use NCADD website, our materials, including the NCADD name and logo, electronic products and/or services for illegal, inappropriate, or obscene purposes, or in support of such activities.

We define these terms as follows:

"Illegal activities" are those that violate laws, regulations and/or private agreements, including federal or state laws governing charitable activities, copyright laws, trademark laws, license agreements or other intellectual property rights.

"Inappropriate uses" are any uses other than as permitted by this Terms of Use and Linking Agreement, or as may be permitted elsewhere on our website.

"Obscene activities" are those that violate generally accepted social standards for use of this type of material or technology. PLEASE BE AWARE: NCADD may seek appropriate action to terminate any uses of our material, electronic products and/or services including, but not limited to the name and logo and links bearing our name and logo, in the event we, in our sole discretion, determine that your use does not conform to any of the conditions of this Terms of Use and Linking

Terms of Use

Agreement or as provided elsewhere on our website; infringes any intellectual property or other rights of NCADD or a third party; adversely affects NCADD's image, reputation and/or our products, services or programs; violates any applicable law, regulation or ordinance; and/or, is a prohibited activity.

Listed below are some, but not all, prohibited activities that may result in action by NCADD:

- a) Posting, transmitting, or facilitating in the promotion of illegal content through our website or electronic products and services.
- b) Using our website, our material, electronic products and/or services to harass, threaten, embarrass, or do anything else to another visitor or third party that is unwanted.
- c) Transmitting or facilitating distribution of content that is untrue, threatening, harassing, abusive, racially or ethnically offensive, vulgar, sexually explicit, obscene, defamatory, or objectionable.
- d) Using the name and logo or links bearing the name and logo on websites which NCADD finds, in its sole discretion, to be objectionable or which includes obscene, violent, intolerant, tasteless, denigrating or sexually oriented content or materials.
- e) Disrupting the flow of any chat areas with vulgar language, abusiveness, or other conduct that may disrupt normal activities.
- f) Pretending to be anyone whom you are not. You may not impersonate NCADD staff, or anyone else.
- g) Attempting to get a password, other account information, or other private information from others, or harvest e-mail addresses or other information.
- h) Posting any unsolicited content or designs, including advertising and promotional materials, at our website.

3. MISCELLANEOUS

Terms of Use

- a) NCADD reserves the right to make any change to the information and/or license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.

- b) Federal and Connecticut state law shall govern this agreement.