

**The National Center on Addiction and Substance Abuse at Columbia University
Web Site Terms of Use**

Last Updated: March 25, 2009

Welcome to a web site (the "Site") of The National Center on Addiction and Substance Abuse (CASA)* at Columbia University. The Site is provided for your information, and CASA hopes you enjoy using it.

Please be aware that your use of the Site is subject to the following terms and conditions of use (the "Terms of Use"). If you do not agree to these Terms of Use, do not use the Site.

1. Ownership and Operation. The Site and all Site content belong to CASA and its licensors (if any). CASA may, in its sole discretion, at any time and without prior notice, modify or discontinue all or part of the Site.
2. Agreement to be Bound; Changes to the Terms of Use. Your use of the Site constitutes your agreement with CASA to be bound by, and to act in accordance with, these Terms of Use. CASA reserves the right to modify these Terms of Use or to impose new or additional terms of use at any time and without prior notice ("Modified Terms"). Modified Terms shall be effective immediately and incorporated into these Terms of Use upon the posting of such Modified Terms to the Site. Your continued use of the Site following the posting of any Modified Terms shall be deemed to conclusively indicate your acceptance of any and all such Modified Terms. Accordingly, you should periodically re-review these Terms.
3. Limited License to Use the Site. You may use the Site and the content offered on the Site only for personal, non-commercial purposes. You may use content offered for downloading, if any, for personal use only and subject to the rules that accompany that particular content. You may not use any content in a manner that exceeds the rights granted for your use of that content. You may not use any data mining software, robots or similar data gathering and extraction tools on the Site, frame any portion of the Site or, except as otherwise expressly provided for herein, reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan or otherwise distribute Site content without CASA's prior written consent. You may not circumvent any mechanisms included on the Site designed to prevent the unauthorized reproduction or distribution of Site content.
4. Interactive Portions of the Site. Messages that you post to interactive portions of the Site, such as the Chairman's Corner blog, can be viewed by the public and CASA cannot control, and is not responsible for, any use of those messages, or any information included in those messages, by third parties. CASA is not responsible for messages posted to interactive portions of the Site, and you understand that each such message expresses the views of its author and not necessarily CASA. Although CASA may, from time to time, monitor or review any discussions, chats,

* The National Center on Addiction and Substance Abuse at Columbia University is neither affiliated with, nor sponsored by, the National Court Appointed Special Advocate Association (also commonly known as "CASA") or any of its member organizations, or any other organization with the name of "CASA."

postings, transmissions, bulletin boards and the like which may be available on the Site, CASA is under no obligation to do so and assumes no responsibility or liability arising from the content of the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within the Site. CASA assumes no responsibility for checking information posted in any discussions, chats, transmissions, bulletin boards or the like which may be available on the Site for accuracy. By posting content (including any personal information) to any interactive portion of the Site, you warrant and represent that (i) you own the intellectual property and proprietary rights to such content; (ii) such content will not infringe any party's intellectual property, publicity, privacy or other rights and (iii) such content is not, and will not be, profane, inaccurate, abusive, hateful, racist, offensive to the Site community, harassing, obscene, false, defamatory, sexually-oriented, threatening, otherwise violative of any law and/or designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to interfere with, or disrupt, the operations or services of the Site in any way. Additionally, while using the Site, you agree not to:

- distribute or post spam, chain letters, or pyramid or other fraudulent schemes;
- distribute viruses or any other technologies that may harm the Site, or the interests or property of Site users; or
- harvest or otherwise collect information about Site users, including email addresses, without their consent.

5. Right to Review and Remove Content. CASA has the right, but not the obligation, to review and remove any content that violates these Terms of Use from any portion of the Site. If you find any content that violates these Terms of Use, please contact us immediately by email at sbrown@casacolumbia.org.

6. License to Posted Content. By posting any content to any portion of the Site, you hereby (i) grant CASA a non-exclusive, perpetual, fully paid-up, irrevocable license to use, reproduce, distribute, display, perform, make derivative works based upon and otherwise exploit that content and (ii) represent, warrant and covenant to CASA that you possess and will maintain all rights necessary to grant CASA the foregoing license. For example, the foregoing license gives CASA the right to use questions, comments and postings submitted by you in articles, commentaries or other materials both online and offline, and no compensation shall be earned, due or payable for any such use.

7. Confidentiality. Any information communicated to CASA via the Site is not confidential and CASA has no obligations of confidentiality with respect to such information. You understand that you grant CASA a license to use, reproduce, distribute, display, perform, make derivative works based upon and otherwise exploit anything you transmit to CASA via the Site, subject to applicable law. Furthermore, CASA is free to use any ideas, concepts, know-how, processes or techniques contained in any communication you send via the Site (including via any email address posted on any Site) for any purpose whatsoever including, but not limited to, developing, manufacturing, marketing and selling products and service using such ideas, concepts, know-how, processes or techniques.

8. Reliance. You and your family may not rely upon the information or opinions posted on the Site by CASA or other users of the Site. Information included in the Site does not, and cannot, replace necessary medical consultations with qualified health or medical professionals with the training to meet the individual health or medical needs of you and your family.

9. Meeting Other Users. CASA does not recommend, endorse or promote meeting in person any person you may meet through interactive portions of the Site, and CASA shall have no liability for the result of meeting in person anyone you met through interactive portions of the Site.

10. Links to Third Party Sites. The Site may include links to third-party web sites. While CASA strives to offer links to web sites we think you'll enjoy and find useful, it is possible that any linked web site may contain information or material that some people may find uninteresting, irrelevant, inappropriate or offensive. Third-party web sites are not under the control of CASA, and you acknowledge that CASA is not responsible for the accuracy, legality, decency or any other aspect of the content of any third-party linked web sites. The inclusion of a link to any such third-party site does not imply endorsement of, or association with, such other web site by CASA. These Terms of Use apply only to the Site and not to any linked third-party web sites. Before using and/or providing any personal information to any linked web site, please check that web site's terms of use and privacy policy.

11. Third-Party Information. CASA may provide certain third-party information or content on the Site. This third-party information or content does not necessarily represent the viewpoint or opinions of CASA, nor does CASA take responsibility for the accuracy or reliability of this third-party information or content.

12. Security & Limitations on Access. You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you may not: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access or (iii) attempt to probe, scan or test the vulnerability of the Site. You agree that you will not interfere, or attempt to interfere, with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on CASA's information technology infrastructure.

13. Indemnification. You agree to be solely responsible for, and to indemnify and hold harmless CASA from, any liabilities, damages, losses, costs, or expenses arising out of or in connection with (i) any breach of these Terms of Use by you or (ii) any message posted by you to the Site, regardless of the legal theory on which such a claim is based.

14. DISCLAIMER OF WARRANTIES. ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THE SITE IS PROVIDED "AS IS". SUCH CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CASA, ITS DIRECTORS, OFFICERS, PRINCIPALS, MANAGERS, AGENTS AND REPRESENTATIVES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PRINCIPALS, AGENTS AND REPRESENTATIVES DISCLAIM ANY WARRANTIES

THAT: (i) THE CONTENT OF THE SITE IS ACCURATE, RELIABLE OR CORRECT; (ii) THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) ANY DEFECTS OR ERRORS WILL BE CORRECTED OR (iv) THE SITE OR ITS SERVERS ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL CASA, ITS DIRECTORS, OFFICERS, PRINCIPALS, MANAGERS, AGENTS OR REPRESENTATIVES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF CASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CASA'S, ITS DIRECTORS', OFFICERS', PRINCIPALS', MANAGERS', AGENTS' AND REPRESENTATIVES' AND THEIR RESPECTIVE OFFICERS', DIRECTORS', PRINCIPALS', AGENTS' AND REPRESENTATIVES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. CASA's Copyright Policy. If you are a copyright owner or an agent thereof and believe that any content posted on the Site infringes upon your copyright rights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by following the procedures described below. As part of our response, we may remove or disable access to content residing on the Site that is claimed to be infringing, in which case we will make a good-faith attempt to contact the person who submitted the affected content so that they may make a counter notification, also in accordance with the DMCA. 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 applicable laws. The following notice requirements are intended to comply with our obligations under the DMCA and do not constitute legal advice.

Notice of Infringing Material

To file a notice of infringement, please provide a notification containing the following details:

- (i) Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (e.g., title, author, URL);
- (ii) Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (e.g., a link to the page that contains the material);

- (iii) Your contact information so that we can contact you (e.g., your address, telephone number, e-mail address);
- (iv) A statement that you have a good faith belief that the use of the material identified in (i) above is not authorized by the copyright owner, its agent, or the law;
- (v) A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- (vi) Your physical or electronic signature.

You must send this notice by mail, fax or e-mail to:

Susan P. Brown
Vice President and Director of
Finance and Administration
The National Center on Addiction and
Substance Abuse at Columbia University
633 Third Avenue
New York, New York 10017-6706
Tel.: (212) 841-5200
Fax: (212) 956-8020
Email: sbrown@casacolumbia.org

Counter-Notification

If material that you have posted on the Site has been taken down, you may file a counter-notification that contains the following details:

- (i) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (ii) A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- (iii) Your contact information so that we can contact you (e.g., your address, telephone number, e-mail address);
- (iv) A statement that you consent to the jurisdiction of the Federal District Court for judicial district in which your address is located, or, if your address is outside of the USA, for any judicial district in which we may be found, and that you will accept service of process from the person who submitted a notice in compliance with the DMCA as generally described above; and

(v) Your physical or electronic signature.

You must send this notice by mail, fax or e-mail to:

Susan P. Brown
Vice President and Director of
Finance and Administration
The National Center on Addiction and
Substance Abuse at Columbia University
633 Third Avenue
New York, New York 10017-6706
Tel.: (212) 841-5200
Fax: (212) 956-8020
Email: sbrown@casacolumbia.org

17. Choice of Law & Forum; Statute of Limitations. You agree that these Terms of Use and your use of the Site shall be governed by the laws in effect in the State of New York, without reference to its conflict of laws principles. Any claim or dispute between you and CASA that arises in whole or in part from your use of the Site shall be decided exclusively by a court of competent jurisdiction located in New York County, New York.

YOU AND CASA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE AND/OR YOUR USE OF THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, YOU AND CASA AGREE THAT SUCH CAUSE OF ACTION SHALL BE, AND IS, PERMANENTLY BARRED.

18. Waiver. No waiver of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term of the Terms of Use, and CASA's failure to assert any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

19. Severability & Integration. Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and CASA with respect to your use of the Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and CASA with respect to your use of the Site. If any part of these Terms of Use are held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

20. Termination. Your right to use the Site automatically terminates if you violate these Terms of Use. CASA also reserves the right, in its sole discretion and at any time, to terminate these Terms of Use and your access to all or part of the Site, for any reason or no reason at all, with or without notice. Upon termination of these Terms of Use, you must cease use of the Site and destroy all materials obtained from the Site, whether made under these Terms of Use or otherwise.

21. Ability to Enter Into This Agreement; Use by Children Under the Age of 13. You affirm that you are not a minor in your state of residence and that you have the legal right to enter into, and be bound by, these Terms of Use. The Site is not intended for children under 13 and CASA will not knowingly collect personally identifiable information about children under 13 through the Site.

22. Assignment. These Terms of Use, and any rights and/or licenses granted hereunder, may not be transferred or assigned by you, but may be assigned, licensed or transferred by CASA without restriction.