

American Therapeutic Recreation Association

Subject Linking to Association Website	Policy Number	Effective Date
	A026	10/2/2009 Revised May 2012

Policy

The appearance of external hyperlinks on the Association website does not constitute endorsement by the Association of the linked websites. The Association does not exercise any editorial control over the information you may find on these linked websites.

Implementation

A site that links to the Association's Web site:

1. May link to, but not replicate, Association content.
2. Should not create a browser or border environment around the Association's content
3. Should not imply that the Association is endorsing it or its products.
4. Should not present false information about the Association's products or services
5. May not use the Association's logo or any other Association intellectual property without permission from the Association.
6. Should not misrepresent its relationship with the Association.

Signature of Association President
Archive:

Date

APPENDIX

ATRA WEBSITE LEGAL NOTICE

Welcome to **American Therapeutic Recreation Association (ATRA)** website. As part of our online service, ATRA agrees to provide you with information and other computer related services subject to the terms and conditions set forth below

General Terms of Use

By accessing or using the ATRA website, you agree to comply with and be bound by all of the following terms and conditions of use (Terms of Use). Please read these Terms of Use carefully. If you do not agree with these Terms of Use, you must immediately terminate use of the ATRA website. These Terms of Use will take effect at the time you begin using the ATRA website. ATRA reserves the right, with or without notice, at any time and for any reason to deny you access to the ATRA website or any portion thereof, and to terminate these Terms of Use. If you violate any of these Terms of Use, your permission to use the website automatically terminates.

Indemnification; Applicable Law

You agree to defend, indemnify, and hold ATRA, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

You expressly agree that exclusive jurisdiction for any dispute with ATRA, or in any way relating to your use of the website, resides in the courts of the Commonwealth of Virginia, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Virginia in connection with any such dispute including any claim involving the website or ATRA or its employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms of Use are governed by the internal substantive laws of the Commonwealth of Virginia, without respect to its conflict of laws principles.

Severability

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be

deemed a further or continuing waiver of such term or condition or any other term or condition.

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Under no circumstances, including, but not limited to, negligence, shall ATRA nor any of its ATRA-related Parties be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, ATRA materials or any other computer related service. You specifically acknowledge and agree that neither ATRA nor any of its ATRA-related Parties is liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any ATRA material, computer related services or with any of the ATRA's terms and conditions in this agreement, your sole and exclusive remedy is to discontinue using the ATRA website.

Bulletin Boards, Forums, Discussion Groups, E-Mail Messages, and Chat Rooms: This site may include bulletin boards, forums, discussion groups, e-mail messages, and/or chat rooms ("bulletin boards") which allow feedback to ATRA its members, chapters or employees and/or real-time interaction between users.

ATRA does not control the messages, information or files delivered to bulletin boards or e-mail messages. It is a condition of your use of the bulletin boards, discussion groups, e-mail messages, chat rooms and that you do not:

Restrict or inhibit any other user from using and enjoying the bulletin boards, forums, discussions groups, e-mail messages, chat rooms, or post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

Post or transmit any information, software or other material, which contains a virus or other harmful component.

Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.

You understand that ATRA nor any of its members, chapters, or employees has no obligation to monitor the bulletin boards, forums, discussions groups, e-mail messages, or chat rooms. However, ATRA, reserves the right at all times, to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, which are objectionable or in violation of these terms and conditions.

System Abuse:

System abuse on the ATRA website is strictly prohibited. ATRA may terminate or modify the site immediately and may bill for any resulting support charges if the user and/or client engages in system abuse.

Following is a list of actions, which has been defined as system abuse. This list is non-exclusive; any action about which there is any doubt should be referred to ATRA for evaluation.

Actions, which constitute system abuse include, but are not limited to:

- Attempting to circumvent user authentication or security of any user, host, or account on the ATRA website or the Internet at large ("cracking");

- Attempting, in any way, to interfere with or deny service to any user, host, or account on the ATRA website; forging email posting header information;
- Sending large numbers of unsolicited mail messages (i.e. "junk mail"); this includes adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee on the ATRA website.
- Forwarding or posting "chain letters" (multiple forwarding) of any type;
- Posting inappropriate messages to ATRA website newsgroups e.g., posting large numbers of unsolicited posts indiscriminately ("spamming"), or posting encoded binary files to the ATRA website newsgroups not specifically named for that purpose;
- Attempting to cancel, supersede, or otherwise interfere with email other than one's own on the ATRA website;
- Engaging in harassment, whether through language, frequency, or size of messages;
- Using an account at another provider to promote the ATRA website in an abusive manner;
- Using an account or any account on the ATRA website connection to collect replies to messages sent from another provider which violate these rules or those of that provider;
- Reselling ATRA services to third parties who do not abide by these guidelines.

Electronic Mail Policy:

To the best of ATRA's knowledge and belief, all Electronic messages being sent from the ATRA server are in compliance with the CAN-SPAM Act of 2003 - Public Law No: 108-187. However, if anyone receives any Electronic messages from ATRA, they can be removed at no cost to them, by sending a reply to the originating electronic mail address with the word 'remove' in the subject line.

Privacy: Unless the user informs ATRA otherwise, ATRA reserves the right to use and to disclose the user information (e.g. user name and e-mail address) for purposes such as providing users with information. If the user does not wish to be included in such uses, the user must send an e-mail requesting to be taken off any lists of information that may be used, given or sold to other parties.

We collect NO personal information like names or addresses when you visit our website, unless you voluntarily supply that information. If you choose to provide that information to us it is only used to fulfill your request for information, products or services. We do collect some technical information when you visit to make your visit seamless. The section below explains how we handle and collect technical information when you visit the ATRA Website

Information Collected and Stored Automatically When you browse, read pages or download information on the ATRA website, we automatically gather and store certain technical information about your visit. This information never identifies who you are.

The information we collect and store about your visit is listed below:

- * The Internet domain (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you connect from a university's domain) and IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our website;
- * The type of browser (e.g., Netscape, Internet Explorer) and operating system (Windows, Unix) used to access our site;
- * The date and time you access our site;
- * The pages you visit; and This information is only used to help us make the site more useful for you. With this data we learn about the number of visitors to our site and the types of technology our visitors use.

We never track or record information about individuals and their visits.

We never create individual profiles or give it to any private organizations. ATRA website never collects information for commercial marketing.

Site Security * Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

Notice: The use of this system may be monitored for computer security purposes. Any unauthorized access to this system is prohibited and is subject to criminal and civil penalties under State, Local and Federal Laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this site including code and software. You may download material from this site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

Change of Policies

As noted above, ATRA may modify these terms and conditions at any time without prior notice by posting revisions on this website. Only the posted statement is effective with respect to current use of the site.

Contact Us

We invite your comments and questions about the ATRA website, your experience with our site and services, and our privacy policy. Please contact us at webmaster@atra-online.com