

APPENDIX

Internet Agreement

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 of this agreement. Upon notice published through this agreement, ATRA has the exclusive right to amend or modify these terms at any time. You agree to use ATRA website in accordance with this agreement.

Disclaimer of Endorsement: Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by ATRA. The views and opinions of authors expressed herein do not necessarily state or reflect those of ATRA nor any of its members (Professional, Organization, Associate, Supporting Member, and Student), Chapters, or employees, and shall not be used for advertising or product endorsement purposes.

References from or from any computer related services sponsored by ATRA to any individual, product, service or information does not constitute an endorsement or recommendation by ATRA nor any of its members, chapters, or employees.

Neither ATRA nor any of its members, chapters, or employees is responsible for the content of any "off-site" web pages referenced from and all of the information is provided "as is" and without warranties of any kind either expressed or implied.

Disclaimer of Liability: With respect to documents available from, neither ATRA nor any of its members, chapters, or employees, does not make any warranty of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

Under no circumstances, including, but not limited to, negligence, shall ATRA nor any of its members, chapters, or employees 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 members, chapters, or employees 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, forms, 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, forms, 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 t 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:

It is not the policy of the ATRA to send unsolicited commercial electronic mail to anyone and 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 the 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 inform 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. If you choose to provide that information to us it is only used to fulfill your request for information. 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 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. Cookies. When you visit some websites, their web servers generate pieces of information known as cookies. Some cookies collect personal information to recognize your computer in the future. This is not the case at ATRA, where we only use non-persistent cookies or "per-session cookies." These cookies do not collect personal information on users and they are erased as soon as you leave our website. Per-session cookies serve technical purposes like providing seamless navigation through ATRA website. These cookies do not permanently record data and they are not stored on your computer's hard drive. ATRA website cookies are stored in memory and are only available during an active browser session. Again, once you close your browser, the cookie disappears.

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

Site Security * For site security purposes and to ensure that this service remains available to all users, ATRA website computer system employs commercial software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. 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.