

TERMS OF ACCESS, DISCLAIMER AND CONDITIONS OF USE

DRUGTALK EMAIL DISCUSSION LIST

PREAMBLE

Drugtalk is a free discussion list service provided by the Alcohol and other Drugs Council of Australia (ADCA). *Drugtalk* allows people to exchange opinions and to debate current issues.

Drugtalk, is for postings which:

- Initiate or join the discussion of an AOD topic.
- Express the opinion of the writer.
- Debate an issue raised in discussion on the list.
- Refute the argument others have expressed.
- Take up issues raised in postings to *UPDATE* and extend them into topics for discussion or debate.
- Provide the text of 'letters to the editor' published in newspapers.

As mentioned above, debate, discussion, the expression of opinion, etc. is to occur on *Drugtalk* and not on *Update*. This includes discussion of items posted to *Update*.

While ADCA does not have the resources to moderate the content of postings, we do our best to ensure that subscribers abide by the terms and conditions of use outlined below. Subscribers who do not abide by the terms and conditions, or who are considered to otherwise operate outside the nature of the list, will be suspended from the list at ADCA's discretion.

Directions on how to subscribe and unsubscribe to the *Drugtalk* email distribution list can be found on the ADCA website at (<http://www.adca.org.au/drugtalk.htm>).

ACCESS

Drugtalk is owned and operated by the ADCA and access is only available on the following terms:

- A. Access to *Drugtalk* is conditional on your acceptance without alteration of the terms and conditions (Clauses 1-18 Inclusive) set out below. By continuing to use *Drugtalk* you are agreeing to the terms and conditions set out below (Clauses 1-18 Inclusive).

TERMS AND CONDITIONS OF USE

Terms of Access

1. The Owner reserves the right to change these Terms of Access:
 - (a) with or without further notice to you; and
 - (b) without giving you any explanation or justification for such a change.
2. The Owner may prevent you from using, or exclude you from using *Drugtalk* if:
 - (a) you breach any of these Terms and Conditions; or
 - (b) the Owner so decides for any other reason.
3. In interpreting Clause 2, the Owner has ultimate discretion in deciding what constitutes a breach of these Terms and Conditions or in deciding matters referred to in Clause 2 (b).
4. You must not breach any of the Terms or Conditions set out here.

Disclaimer

5. The Owner is making the email list *Drugtalk* available for others to publish information without assuming a duty of care to users. The Owner gives no warranty, guarantee or representation about the accuracy, reliability, timeliness or otherwise of the information contained on the email list *Drugtalk*.
6. To the full extent permitted by law the Owner disclaims any and all warranties, express or implied regarding:
 - (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the email list *Drugtalk*;
 - (b) merchantability or fitness for any particular purpose for any service or product contained or referred to on the email list *Drugtalk*.
7. The Owner will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you acting or failing to act on any information contained on or referred to on the email list *Drugtalk*.
8. The Owner does not guarantee or make any representations that the email list *Drugtalk* is free or will be free of software viruses such as worms and Trojan horses.
9. The Owner is not liable to you for any defamatory, offensive or illegal material on the email list *Drugtalk*, whether caused through negligence of the Owner or through any other cause.

10. The Owner accepts no liability for opinions expressed on *Drugtalk*, and the contents of postings are not the opinions of the Owner unless otherwise stated.

Intellectual Property

11. You must not breach any copyright law or any other law of intellectual property when posting to the email list *Drugtalk*.

Jurisdiction

12. The law governing the terms and conditions set out here is the law of the Australian Capital Territory.

Miscellaneous

13. Subscribers may post up to four items in any 24 hour period (EST) to *Drugtalk*.
14. Subscribers posting to *Drugtalk* must always include their signature block at the foot of the message comprising their name, position, affiliation and email address.
15. Postings made to other lists are not to be re-posted on *Drugtalk*.
16. If you receive a private email response to a posting you have placed on *Drugtalk* you must not forward this email to either *Drugtalk* or *Update*. If you wish to post a reply to a private email on *Drugtalk*, you must not include the original private email in your posting.
17. Subscribers must not include the *Drugtalk* address in their email address book. This helps protect the distribution list against viruses.
18. Any concerns regarding the operation and/or content of *Drugtalk* should be directed to ndsis@adca.org.au not posted on either *Drugtalk* or *Update*.

December 2009