

TERMS OF ACCESS, DISCLAIMER AND CONDITIONS OF USE

UPDATE EMAIL DISTRIBUTION LIST

PREAMBLE

The *Update* email distribution list is a free bulletin board service provided by the Alcohol and other Drugs Council of Australia (ADCA). *Update* helps subscribers stay informed of what is happening in the alcohol and other drugs sector, including keeping up to date with current events, research, news, job vacancies, publications and announcements. The list also facilitates contact between those working in the sector and provides a forum in which people can seek information from a wide range of knowledge and expertise.

ADCA encourages all users to operate within the spirit of the list in order to maintain its value as a reliable and efficient information source. Postings on *Update* should be confined to providing/seeking information relevant to those in the sector and the accuracy of material should be checked prior to distribution on the list. Any comment and/or discussion generated by postings on *Update* should be directed solely to the relevant subscriber or moved to the *Drugtalk* email distribution list.

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 *Update* email distribution list can be found on the ADCA website at (<http://www.adca.org.au/drugtalk.htm>).

ACCESS

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

- A. Access to *Update* is conditional on your acceptance without alteration of the terms and conditions (Clauses 1-23 Inclusive) set out below. By continuing to use *Update* you are agreeing to the terms and conditions set out below (Clauses 1-23 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 *Update* 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 *Update* 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 *Update*.
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 *Update*;
 - (b) merchantability or fitness for any particular purpose for any service or product contained or referred to on the email list *Update*.
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 *Update*.
8. The Owner does not guarantee or make any representations that the email list *Update* 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 *Update*, whether caused through negligence of the Owner or through any other cause.

10. The Owner accepts no liability for opinions expressed on *Update*, 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 *Update*.

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 two items in any 24 hour period (EST) to *Update*. Subscribers with more than two items to post may refer a third posting to ndsis@adca.org.au with a request for ADCA to post to the list on their behalf.
14. Subscribers posting to *Update* must always include their signature block at the foot of the message comprising their name, position, affiliation and email address.
15. Postings to *Update* must be confined to the providing or seeking of information and should not duplicate previously provided information. Any discussion or debate on *Update* postings should be directed to the *Drugtalk* distribution list. Subscribers who wish to place their comments on *Drugtalk* may make a very brief posting on *Update* informing other subscribers that they are doing so.
16. Where possible, advertising announcements should refer list members to a website or email address where further information can be obtained.
17. Postings to *Update* must be free of attachments, graphics, photos, logos and/or other advertising materials.
18. Responses to *Update* postings should only go to the **originator of the posting** unless the response is considered to be of interest to the others on the list. Subscribers who post an enquiry to *Update* seeking information are requested to post to *Update* a summary of the responses received, if the topic is likely to be of interest to others on the list.
19. Postings made to other lists are not to be re-posted on *Update*.
20. Letters to the editor should not be replicated on *Update*. Authors of letters to the editor may alert ADCA by email ndsis@adca.org.au of publication of any letters for inclusion in *Today's Drug News* which is posted on *Update* each weekday by ADCA.
21. If you receive a private email response to a posting you have placed on *Update* you must not forward this email to either *Update* or *Drugtalk*. If you

wish to post a reply to a private email on *Update*, you must not include the original private email in your posting.

22. Subscribers must not include the *Update* address in their email address book. This helps protect the distribution list against viruses.
23. Comments about, or disagreement with, any posting on *Update* must be directed to the list owner (ndsis@adca.org.au) and not posted on *Update*.

Updated: December 2009