

Hazelden On Demand™ Terms of Use Agreement

1. Introduction and Summary.

The following Terms of Use Agreement (“**Agreement**”) constitutes a contract between you and Hazelden Foundation (“**Hazelden**”) in regard to your use of this Hazelden On Demand Website (“**the Website**”). Your use of this Website requires a subscription (“**Subscription**”) which, in most cases, will be an organizational Subscription obtained by an organization, company, school district/school, professional association, or other entity (“**Subscriber**”). These Terms of Use (“**Terms**”) govern your Subscription and your use of this Website.

You are a visitor to this Website either {a} as a Subscription Administrator, representing and acting at the direction of a Subscriber, in setting up and managing subscriptions, Usernames, and Passwords that allow access to the system (“**Subscription Administrator**”), or {b} as a Subscription User, who is the person or group of persons who will use the subscription(s) themselves or directly with others as permitted in the Subscription Agreement (“**Subscription User**”). In some cases, you may be both a Subscription Administrator and a Subscription User. In all cases, these Terms apply to you, and you are referred to herein as “**you**” and/or “**your**.”

IF YOU ARE A SUBSCRIPTION ADMINISTRATOR, representing and acting at the direction of a Subscriber, please know that these Terms apply to your Subscriber, to you, and to all of the individual Subscription Users who are either employed by your Subscriber or are qualified to access the Website in some other capacity through your Subscriber’s Subscription; and, please know that your Subscriber is responsible for the compliance of all such Subscription Users with these Terms.

IF YOU ARE A SUBSCRIPTION USER, please know that these Terms apply to you and all of your activities on the Website as fully as they apply to the Subscriber through whose Subscription you have access to this Website.

SUMMARY OF TERMS: Your Subscription will give you access to certain proprietary materials created and/or owned by Hazelden, including textual and graphics materials in the form of Adobe Reader® (pdf), Microsoft Word® or Microsoft PowerPoint® documents or other digital text files, archived videos, and other audio-visual materials and streaming media (collectively referred to herein as “**the Content**”). Depending on the precise nature of your Subscription, you may be allowed to download, print and share the Content (documents only, not videos) with Subscription Users who are covered by the same Subscription that allows you access to the Content. You may not share the Content with any person who is not covered by the same Subscription that allows you access to the Content. When your Subscription terminates, you must destroy all hard copies of any Content, and you must purge and delete all stored electronic files. If Hazelden determines, in its sole and absolute discretion, that you have violated or are violating any of these Terms, Hazelden MAY TERMINATE YOUR SUBSCRIPTION IMMEDIATELY (with no refund of subscription payments), OR HAZELDEN MAY CHARGE YOU A SUBSCRIPTION FEE TO AN AMOUNT EQUAL TO THREE HUNDRED PERCENT (300%) OF YOUR CURRENT SUBSCRIPTION FEE FOR EVERY VIOLATION OF THE SUBSCRIPTION. PLUS, YOU MAY BE LIABLE FOR SUBSTANTIAL MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT. THE SUBSCRIBER WILL BE REQUIRED TO PAY THIS FINE WITHIN THIRTY (30) DAYS OF NOTIFICATION OF THE VIOLATION.

YOU SHOULD READ THESE TERMS CAREFULLY, because you will be required to indicate your understanding of and your affirmative agreement to these Terms before you will be able to use any of the materials on this Website, *and because you will be subject to immediate subscription termination or a 300% subscription fee fine for every violation of these Terms.* If you disagree with one or more of these terms or find them unacceptable in any way, you will not be able to use this Website. Hazelden reserves the right, in its sole and absolute discretion, to change, modify, update, and interpret these Terms at any time, and you agree to be bound by those changes, modifications, updates and interpretations. You should therefore review these Terms periodically to familiarize yourself with any changes, modifications, updates and interpretations.

2. **The Service and Your Subscription.**

Your Subscription will give you access to the Content, which consists of certain proprietary materials created and/or owned by Hazelden, including textual and graphics materials in the form of documents or other digital text files, archived videos, and other audio-visual materials and streaming media. Your access to the Content on the Website is referred to hereinafter as “**the Service.**” The precise nature of your Subscription to the Service, including its scope, duration, and applicable fees, is delineated in a Subscription Agreement which was signed by you, your Subscriber, or by your Subscription Administrator on behalf of your Subscriber. The Subscription Agreement that delineates your Subscriber’s Subscription is wholly governed by the Terms of this Agreement. If you are a Subscription User, check with your Subscription Administrator for the details of your Subscription.

A. The License. Hazelden grants you a non-exclusive, non-refundable, revocable, non-transferable right to access and use the Service in accordance with the provisions of this Section 2 and the Terms of this Agreement (“**License**”) while your Subscription is in effect.

(1). **The Term of your License.** Your License will be in effect for the term stated in your Subscriber’s Subscription Agreement and, if not renewed by your Subscriber before the end of the term stated therein (“**Renewal**”), shall terminate at the end of the stated term unless it is terminated at an earlier date by Hazelden pursuant to this Agreement (“**Termination Date**”). If you are a Subscription User, check with your Subscription Administrator for the details of the term of your Subscription.

B. Obligations upon Registration

(1) **Subscription Administrators.** When you access the Content via your Subscription, you agree to provide true, accurate, complete, and current Registration Data, and to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you are a Subscription Administrator, this means you agree to provide true, accurate, complete and current Registration Data for all of the Subscription Users covered by your Subscriber’s Subscription. You acknowledge and agree that if any Registration Data provided by you is untrue, inaccurate, not current or incomplete, Hazelden reserves the right, in its sole discretion, to refuse to grant you a Subscription, to terminate your existing Subscription (with no refund), or to increase your Subscription fee by 300% for each violation in accordance with Section 2.D. below.

(2) **Subscription Users.** Your Subscription Administrator will assign you a Username and Password which you may not change or share with others outside of the limitations of your Subscription. If you have forgotten either your Username or your Password, you should contact your Subscription Administrator for this information. You agree to not share your Username and Password with any person or persons who are not part of your Subscription. Hazelden reserves the right, in its sole discretion, to refuse to grant you a Subscription, to terminate your existing Subscription (without a refund), or to increase your Subscription fee by 300% for each violation in accordance with Section 2.D. below.

C. Usernames and Passwords.

(1) **Subscription Administrators.** As part of your registration process if you are a Subscription Administrator, you will be asked to provide and organize Usernames and Passwords for all of the Subscription Users covered by your Subscriber’s Subscription. Hazelden may, in its sole discretion, refuse to grant Usernames or Passwords which have already been chosen by another Subscriber, which impersonate another person or entity, which are or may be protected by trademark or other proprietary rights owned by a third party, which are or may be considered to be vulgar or obscene or offensive under the standards prevailing in the concerned community, which are causing or may cause confusion, or which are or may be unacceptable for any other reason as determined by Hazelden in its sole discretion. You understand, acknowledge, and agree that you are solely responsible for ensuring the confidentiality of your Usernames and Passwords, and you agree not to disclose to any other party outside of your Subscription your Usernames and/or Passwords or to otherwise share your Subscription with any other person or entity not included in your Subscription. Further, you hereby agree not to lend, lease, license, sublicense, transfer, assign, sell, or resell your Subscription or your use of your Usernames and Passwords or your access to the Service to any third party. You understand, acknowledge, and agree that you are solely responsible for maintaining the confidentiality of your Usernames and Passwords and for any and all uses of the

Service conducted through your Subscription, whether performed by you or by any other party. You must notify Hazelden immediately of any breach of security or unauthorized use of your account. If you have reason to believe that one or more of your Subscription Users' accounts is no longer secure, you must promptly change your Passwords and promptly contact Hazelden at 1-800-328-9000, ext. 4466.

(2) Subscription Users. As part of your registration process if you are a Subscription User, you will be assigned a Username and Password. You understand, acknowledge, and agree that you are responsible for ensuring the confidentiality of your Username and Password, and you agree not to disclose to any other party not included in the Subscription your Username and/or Password or to otherwise share your Subscription with any other person or entity outside of the Subscription. Further, you hereby agree not to lend, lease, license, sublicense, transfer, assign, sell, or resell your Subscription or your use of your Username and Password or your access to the Service to any third party. You understand, acknowledge, and agree that you are responsible for maintaining the confidentiality of your Username and Password and for any and all uses of the Service conducted through your Subscription, whether performed by you or by any other party. You must notify your Subscription Administrator immediately of any breach of security or unauthorized use of your account. If you have reason to believe that your account is no longer secure, you must promptly contact your Subscription Administrator.

D. Limitations on Your Access, Prohibited Uses, and Penalties. You hereby understand, acknowledge, and agree that, during the term of your Subscription and after the Termination Date of your Subscription, without the express written approval of Hazelden obtained in advance, *you will not* –

- (1) alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Content, in whole or in part; and/or
- (2) remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to Hazelden's ownership of the Service or the Content; and/or
- (3) copy, reproduce, publish, distribute, or redistribute any of the Content, in whole or in part to any person not covered by your Subscription; and/or
- (4) sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Content or any rights granted under this Agreement to any other person or entity; and/or
- (5) provide any other person or entity access to the Service by means of your Username and/or your Password; and/or
- (6) lend, lease, license, sublicense, transfer, assign, sell, or resell your Subscription or your use of your Username(s) and Password(s) or your access to the Service to any third party; and/or
- (7) make or attempt to make any form of derivative work based on or including any of the Content, in whole or in part; and/or
- (8) make or attempt to make any commercial use or exploitation of any of the Content, in whole or in part; and/or
- (9) circumvent, disable or otherwise interfere with the security features of the Service, the Content, or the Website or any features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service and/or the Content; and/or
- (10) collect or harvest any personally identifiable information, including Usernames and Passwords, from the Website; and/or
- (11) create multiple Subscription accounts by automated means or under false or fraudulent pretenses; and/or
- (12) create or transmit unwanted electronic communications such as "spam" to other users of the Site or otherwise interfere with any other user's use of the Services; and/or
- (13) transmit any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on the Website; and/or
- (14) use the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, or transfer or store illegal material; and/or
- (15) use any device, software or routine that interferes with the proper working of the Website and/or the Services; and/or
- (16) claim the Service or any of the Content as your property, your creation, or your work of authorship, in whole or in part; and/or
- (17) contest or dispute Hazelden's ownership of all intellectual property rights in the Service and in the Content, in whole and in part; and/or

- (18) preserve any copy or reproduction of any of the Content, in whole or in part, after the Termination Date of your Subscription; and/or
- (19) use the Service and/or the Content, in whole or in part, after the Termination Date of your Subscription and/or otherwise in violation of Section 2.E. below; and/or
- (20) fail to provide true, accurate, complete, and current Registration Data in accordance with Section 2.B.; and/or
- (21) use the Service and/or the Content, in whole or in part, in any other manner not authorized by these Terms.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY VIOLATION OF THE FOREGOING PROVISIONS 2.C. (1)-(21). MAY, IN HAZELDEN'S SOLE DISCRETION AND JUDGMENT, SUBJECT YOU TO THE IMMEDIATE SUSPENSION OR TERMINATION OF YOUR ACCOUNT), YOUR SUBSCRIPTION (WITHOUT A REFUND), OR TO AN INCREASE IN YOUR SUBSCRIPTION FEE IN AN AMOUNT EQUAL TO THREE HUNDRED PERCENT (300%) OF YOUR CURRENT SUBSCRIPTION FEE FOR EVERY VIOLATION, AND/OR TO ANY OTHER DAMAGES, COSTS, EXPENSES, OR FEES (INCLUDING ATTORNEY'S FEES) INCURRED BY HAZELDEN IN ENFORCING ITS RIGHTS AGAINST YOU UNDER THIS AGREEMENT. THESE FINES WILL BE PAID TO HAZELDEN WITHIN THIRTY (30) DAYS OF NOTIFICATION OF THE VIOLATION(S).

This Section 2.D. shall survive the expiration or termination of this Agreement.

E. Your Obligations upon Termination.

(1). Subscription Users. If Hazelden terminates your Subscription pursuant to this Agreement for any reason, or if you and/or your Subscriber decide not to make a Renewal of your Subscription, you must, on or before the Termination Date, delete, erase, purge, or scrap all electronic files of Content in your possession. In addition, you must physically shred and destroy all printed copies of Content you have obtained during your Subscription to the Service.

(2). Subscription Administrators. If Hazelden terminates your Subscription pursuant to this Agreement for any reason, or if you and/or your Subscriber decide not to make a Renewal of your Subscription, you must, on or before the Termination Date, delete, erase, or scrap all electronic files of Content in your possession or administrative care. In addition, you must physically shred and destroy all printed copies of Content you have obtained during your Subscription to the Service. Also, you must ensure that all Subscription Users covered by your Subscription delete, erase, purge, or scrap all electronic files of Content in their possession and physically shred and destroy all printed copies of Content they have obtained during your Subscription to the Service. Further, within seven (7) days after your Termination Date, you must provide Hazelden with a copy of Hazelden's "*Materials Deleted and Destroyed*" form, fully executed and signed by you or an authorized signatory of your Subscriber, to certify that all known electronic copies of Content in your possession have been deleted and/or purged, and all known physical copies of Content in your possession have been destroyed.

3. Termination.

Unless your Subscription is renewed before the end of the term stated in your Subscription Agreement, your Subscription shall terminate at the end of the term stated in your Subscription Agreement. If you are a Subscription User, check with your Subscription Administrator in regard to the term of your Subscription and any applicable Renewal. You understand, acknowledge, and agree that Hazelden shall have the right to terminate your Subscription for any reason by providing you with written notice of termination at least thirty (30) days in advance of the Termination Date. Further, you understand, acknowledge, and agree that Hazelden shall have the right to terminate this Agreement immediately upon any breach or violation by you of any of the Terms of this Agreement. No refunds will be given for termination of this Agreement.

4. Representations and Warranties.

You represent and warrant the following in respect to this Agreement:

- A. You have the necessary authority and permission from your Subscriber to enter into this Agreement; and
- B. You have provided and will continue to provide true, accurate, current, and complete Registration Data throughout the term and any Renewal of your Subscription; and
- C. You will respect and abide by all of your obligations under these Terms, including your responsibilities under Section 3 of this Agreement; and perform your obligations under this Agreement diligently; and
- D. You will comply with all laws and regulations applicable to this Agreement.

5. Indemnification.

You shall indemnify and hold harmless Hazelden, its officers, directors, employees, agents, and representatives from, and, at your expense, shall defend Hazelden against, any loss, damage or expense (including reasonable legal costs) that Hazelden incurs or becomes liable for as a result of any breach by you of any of the Terms of this Agreement; any negligent, reckless or willful act or omission by you or your agents; any failure by you to comply with applicable laws in performing under this Agreement; any misuse by you of the Service, the Content, or the Website; or, any claim made against Hazelden by any third party for which Hazelden is not liable under this Agreement, and which arises as a consequence of your use of the Service, the Content, or the Website. You shall reimburse Hazelden for its expenses under this Section as they are incurred. Hazelden shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. You, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of Hazelden, enter into any settlement which adversely affects Hazelden's rights or which does not include, as an unconditional term, a release granted to Hazelden of all liabilities in respect of such claim, action or proceeding.

6. Disclaimer of Warranties.

THE SERVICE, THE CONTENT, AND THE WEBSITE ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, HAZELDEN AND ITS AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR ACCESS TO AND USE OF THE SERVICE, THE CONTENT, AND THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT ANY INFORMATION OBTAINED THEREIN IS ACCURATE, RELIABLE OR COMPLETE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, THE CONTENT, AND THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICE, THE CONTENT, AND THE WEBSITE AND ANY INFORMATION OR MATERIALS PROVIDED THEREIN ARE ENTIRELY AT YOUR OWN RISK.

7. Professional Advice Disclaimer.

Your use of the Service, the Content, and the Website is at your own risk. The Service, the Content, and the Website are provided for your information and convenience, and are solely intended to broaden a user's understanding and knowledge of the topics covered by the Content. NOTHING CONTAINED IN THE CONTENT IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, INCLUDING PSYCHOLOGY, PSYCHIATRY, OR PSYCHOTHERAPY, OR PROVIDING HEALTH CARE ADVICE OR INSTRUCTION FOR DIAGNOSIS OR TREATMENT. FURTHERMORE, NOTHING CONTAINED IN THE CONTENT SHOULD BE USED AS A SUBSTITUTE FOR INDIVIDUAL ADVICE FROM A QUALIFIED FIELD PROFESSIONAL.

8. Limitation of Liability.

NEITHER HAZELDEN NOR ITS AGENTS, OFFICERS, AND EMPLOYEES, ARE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE, THE CONTENT, AND THE WEBSITE, OR TO ANY ACTION YOU TAKE OR FAIL TO TAKE BECAUSE OF INFORMATION YOU OBTAIN THROUGH YOUR USE OF THE SERVICE, THE CONTENT, AND/OR THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE, THE CONTENT, AND/OR THE WEBSITE IS TO STOP USING THE SERVICE, THE CONTENT, AND THE WEBSITE AND/OR TO TERMINATE YOUR SUBSCRIPTION.

9. Hazelden's Intellectual Property Rights.

A. Trademarks, Service Marks, and Proprietary Names. You understand and acknowledge that all trademarks, service marks, trade names, domain names, and other proprietary names used in connection with the Service and appearing on the Website and/or in the Content, including the registered HAZELDEN and Hazelden Logo trademarks and service marks, and the Hazelden On Demand and Hazelden On Demand Logo trademarks and service marks are proprietary, owned by Hazelden or licensed to Hazelden by a third party, and enforceable under federal and state law, and under the laws of foreign jurisdictions. You understand and acknowledge that you acquire no rights or interests of ownership in any trademarks, service marks, trade names, domain names, or other proprietary names under this Agreement, that your use of the Service does not entitle you to any such ownership rights, and that you promise hereby never to dispute, challenge, or contest Hazelden's ownership of its trademarks, service marks, trade names, domain names, or other proprietary names. You further understand and acknowledge that any increase in the goodwill or reputational value of any trademarks, service marks, or other proprietary names owned by Hazelden which results from your Subscription to the Service and your use of the Content shall inure solely to the benefit of Hazelden.

B. Copyright Assets. You understand and acknowledge that the Content consists of copyrighted works owned by Hazelden or used by Hazelden pursuant to a copyright license with a third party. All copyrights in the Content are enforceable under federal and state law and under the laws of foreign jurisdictions. You understand and acknowledge that you acquire no rights or interests of ownership in any of the Content under this Agreement, that your use of the Service does not entitle you to any such ownership rights in the Content, and that you promise hereby never to dispute, challenge, or contest Hazelden's ownership of the copyrights in its Content. CONTENT ON THE WEBSITE MAY NOT BE COPIED, REPRODUCED, DISTRIBUTED, TRANSMITTED, BROADCAST, DISPLAYED, SOLD, LICENSED, OR OTHERWISE EXPLOITED FOR ANY OTHER PURPOSES OTHER THAN THOSE EXPRESSLY PERMITTED IN YOUR SUBSCRIPTION WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF HAZELDEN, AND, IF APPLICABLE, OTHER RIGHTS OWNERS. HAZELDEN RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED IN AND TO THE CONTENT. YOU EXPRESSLY AGREE TO REFRAIN COMPLETELY FROM ENGAGING IN ANY USE, COPYING, REPRODUCING, DISTRIBUTING, TRANSMITTING, BROADCASTING, DISPLAYING, SELLING, LICENSING, OR OTHERWISE EXPLOITING ANY OF THE CONTENT OTHER THAN EXPRESSLY PERMITTED HEREIN.

10. Other Terms of Use that are Part of These Terms.

These Terms also include and wholly incorporate, in their entireties, the general Terms of Use of the Hazelden public Website, http://www.hazelden.org/web/public/terms_of_use.page, the Hazelden Privacy Policy, http://www.hazelden.org/web/public/privacy_policy.page, and the Hazelden Privacy Practices Notice, <http://www.hazelden.org/web/public/privacyprac.page>.

11. General.

You may not assign, transfer, or license this Agreement, in whole or in part, without Hazelden's prior written consent. Except as otherwise provided, all notices, authorizations, and requests in connection with this Agreement shall be in writing. This Agreement contains your entire understanding with Hazelden with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding. No modification of this Agreement is binding unless in writing and signed by both you and Hazelden. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, and you hereby consent and agree to the jurisdiction of state and federal courts sitting in Minnesota for resolving any disputes arising under this Agreement which cannot be resolved by negotiations between you and Hazelden. If a particular provision of this Agreement is terminated or held by a court or competent jurisdiction to be invalid, illegal or unenforceable, the Agreement shall remain in full force and effect as to the remaining provisions. Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between you and Hazelden.

UPON CLICKING THE "I ACCEPT" BUTTON, YOU HEREBY EXPRESS YOUR UNDERSTANDING OF THESE TERMS, YOUR ACKNOWLEDGEMENT OF YOUR OBLIGATIONS UNDER THESE TERMS, AND YOUR CONSENT TO ABIDE BY ALL OF THE TERMS OF THIS AGREEMENT.