

## SMART Recovery® Online User Agreement Community Rules

SMART Recovery® and SMART Recovery On-Line (jointly referred to as "SROL") exists for purpose of helping people recover from all types of addictive behaviors, including: alcoholism, drug abuse, substance abuse, drug addiction, alcohol abuse, gambling addiction, cocaine addiction, and addiction to other substances and activities. It does this by teaching a set of self-help concepts, tools and methods. SROL also provides a supportive on-line environment in which to learn how to use and apply those concepts, tools and methods.

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of SROL. By using SROL, you agree to be bound by this Agreement. You are only authorized to use SROL if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the SROL website and discontinue use of SROL immediately. If you wish to register on SROL, you must read this Agreement and indicate your acceptance during the registration process.

This Agreement includes SROL's policy for acceptable use of SROL and content posted on the SROL website, your rights, obligations and restrictions regarding your use of SROL, and SROL's Privacy Policy. SROL may modify this Agreement from time to time and such modification shall be effective upon posting by SROL on the SROL website. You agree to be bound by any changes to this Agreement when you use SROL after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on SROL and that you provide to other participants. SROL reserves the right, in its sole discretion, to reject, refuse to post or remove any posting by you, or to restrict, suspend, or terminate your access to all or any part of SROL at any time, for any or no reason, with or without prior notice, and without liability. SROL expressly reserves the right to remove your profile and/or restrict, suspend, or terminate your access to any part of SROL Services if SROL determines, in its sole discretion, that you pose a threat to SROL and/or its participants.

1. Use of and registration with SROL is void where prohibited. By using SROL, you represent and warrant that
  - (a) all registration information you submit is truthful and accurate;
  - (b) you will maintain the accuracy of such information; and
  - (c) your use of SROL does not violate any applicable law or regulation.
2. This Agreement shall remain in full force and effect while you use or are registered with SROL. You may terminate your registration at any time, for any reason. SROL may terminate your registration at any time, without warning. Even after registration is terminated, this Agreement will remain in effect.
3. When you register, you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another participant at any time or to disclose your password to any third party. You agree to notify SROL immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
4. A valid email is required to register on SROL. Multiple accounts on the SROL message board are not permitted without prior approval of SROL's Administrator. If you are having

technical problems please contact the Administrator prior to registering a new account. Any participant found to have more than one account will be placed on moderation. Moderated participants found creating additional accounts will be banned from further participation with SROL.

5. SROL is for the personal use of its participants only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by SROL. Illegal and/or unauthorized use of SROL, including collecting usernames and/or email addresses of participants by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the SROL website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed without notice and may result in termination of registration. Appropriate legal action will be taken for any illegal or unauthorized use of SROL.

6. Following are the terms governing proprietary rights in Content on SROL:

1. All text, images, photos, audio, video, location data, and all other forms of data or communication (collectively "Content") posted by you on SROL becomes the property of SROL. No Content will be used outside of SROL without the explicit consent of the poster (please note, however, that some training programs and special guest speakers may be recorded; if this occurs, participants will be notified prior to the start of recording, and asked for their consent to SROL's use of the recorded material). If you decide to leave SROL, please do not ask for your Content or username to be deleted as this will not be done; however, if you cease using SROL, your account will become inactive.

2. You represent and warrant that the posting of your Content on or through SROL does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through SROL.

3. SROL Content is protected by copyright, trademark, patent, trade secret and other laws, and SROL owns and retains all rights in the SROL Content and SROL hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the SROL Content (excluding any software code) solely for your personal use in connection with viewing the SROL Website and using SROL.

4. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through SROL.

7. Following are the terms governing Content posted by you on the SROL website:

0. SROL may delete any Content that in the sole judgment of SROL violates this Agreement or which may be offensive, illegal or violate the rights of, harm, or threaten the safety of any person. SROL assumes no responsibility for monitoring SROL for inappropriate Content or conduct. If at any time SROL chooses, in its sole discretion, to monitor SROL, SROL nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the participant submitting any such Content.

1. You are solely responsible for the Content that you post on or through SROL, and any material or information that you transmit to other participants and for

your interactions with other participants. SROL does not endorse and has no control over the Content. Content is not necessarily reviewed by SROL prior to posting and does not necessarily reflect the opinions or policies of SROL. SROL makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other participants.

8. The following is a partial list of the kind of Content that is illegal or prohibited to post on or through SROL. SROL reserves the right to investigate and take appropriate legal action against anyone who, in SROL's sole discretion, violates this provision, including without limitation, removing the offending communication from SROL and terminating the registration of such violators. Prohibited Content includes, but is not limited to Content that, in the sole discretion of SROL:

- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- is ethnically objectionable;
- involves political content of any nature
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- provides any telephone numbers, street addresses, last names, URLs or email addresses;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other participants;
- involves commercial activities and/or sales (including links to for-profit websites) without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains material denouncing SMART Recovery?, the Board of Directors of SMART Recovery?, the President or Executive Director SMART Recovery? the Director of SMART Recovery? On-Line, or the Moderators or Administrator of SMART Recovery? On-Line;
- contains a link to an image that is not hosted by a reputable image service such as photobucket, ImageShack or Flickr ("hotlinking" is not allowed);
- involves the posting of any private topics or private e-mails without the original writer's consent;
- includes a photograph of another person that you have posted without that person's consent; or
- uses sexually suggestive imagery or any other unfair, misleading or deceptive Content.

The following is a partial list of the kind of activity that is illegal or prohibited on the SROL website and through your use of SROL. SROL reserves the right to investigate and take appropriate legal action against anyone who, in SROL's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- advertising to, or solicitation of, any participant to buy or sell any products or services through SROL. You may not transmit any chain letters or junk email to

other participants. It is also a violation of these rules to use any information obtained from SROL in order to contact, advertise to, solicit, or sell to any participant without their prior explicit consent. If you breach this Agreement and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through SROL, you acknowledge that you will have caused substantial harm to SROL, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay SROL \$50 for each such unsolicited email or other unsolicited communication you send through SROL;

- any automated use of the system, such as using scripts to add friends or send comments or messages;
- interfering with, disrupting, or creating an undue burden on SROL or the networks or services connected to SROL;
- attempting to impersonate another participant or person
- using the account, username, or password of another participant at any time or disclosing your password to any third party or permitting any third party to access your account;
- using any information obtained from SROL in order to harass, abuse, or harm another person;
- accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through SROL on behalf of that person; or
- using SROL in a manner inconsistent with any and all applicable laws and regulations.

9. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of SROL to terminate registration privileges of any participant who repeatedly infringes the copyright rights of others upon receipt of proper notification to SROL by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on SROL in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on SROL;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;



(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

SROL's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Mark Ruth, Executive Director, SMART Recovery, 7304 Mentor Avenue, Suite F, Mentor, OH 44060, 440-951-5357.

10. You are solely responsible for your interactions with other SROL participants. SROL reserves the right, but has no obligation, to monitor disputes between you and other participants.

11. Use of SROL is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

12. SROL is not responsible for any incorrect or inaccurate Content posted on the SROL website or in connection with SROL, whether caused by participants of SROL or by any of the equipment or programming associated with or utilized in SROL. Posts by participants on the SROL website may contain links to other websites. SROL is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by SROL. Inclusion of any linked website on SROL does not imply approval or endorsement of the linked website by SROL. When you access these third-party sites, you do so at your own risk. SROL takes no responsibility for third party advertisements which are posted on this SROL website or through SROL, nor does it take any responsibility for the goods or services provided by its advertisers. SROL is not responsible for the conduct, whether online or offline, of any SROL participant. SROL assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any participant communication. SROL is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on SROL or combination thereof, including any injury or damage to participants or to any person's computer related to or resulting from participation or downloading materials in connection with SROL. Under no circumstances shall SROL be responsible for any loss or damage, including personal injury or death, resulting from use of SROL, from any Content posted on or through SROL, or from the conduct of any SROL participant, whether online or offline. SROL are provided "AS-IS" and as available and SROL expressly disclaims any warranty of fitness for a particular purpose or non-infringement. SROL cannot guarantee and does not promise any specific results from use of SROL.

13. IN NO EVENT SHALL SROL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SROL, EVEN IF SROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SROL'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SROL FOR SROL DURING THE TERM OF REGISTRATION.

14. If there is any dispute about or involving SROL, you agree that the dispute shall be governed by the laws of the State of Ohio, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Ohio, City of Cleveland. Either SROL or you may demand that any dispute between SROL and you about or involving SROL must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Cleveland, Ohio, USA, provided that the foregoing shall not prevent SROL from seeking injunctive relief in a court of competent jurisdiction.

15. You agree to indemnify and hold SROL, its subsidiaries, contractors and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of SROL in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the SROL website or through SROL causes SROL to be liable to another.

16. This Agreement is accepted upon your use of the SROL website or any of SROL and is further affirmed by you becoming a registered participant. This Agreement constitutes the entire agreement between you and SROL regarding the use of SROL. The failure of SROL to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

effective March 2011