

# Terms of Use Agreement

## Terms of use Agreement

These Terms of Use ("Terms") govern your use of the International Alliance for Responsible Drinking ("We" or "IARD") website at www.iard.org and all sites hosted within or associated with that domain name (collectively, the "Site") and your use of our Research and Gray Literature Databases accessible via the Site (the "Databases"). IARD may modify the Content (defined below) and these Terms of Use from time to time without prior notice.

#### License to Content

Subject to these Terms, IARD provides you with a paid-up, royalty-free, personal, revocable, nonexclusive, non-transferable license to access, use, reproduce and publish portions of the contents of the Site and Databases (the "Content") solely for the purposes of academic, policy, or industry research.

You must provide (i) legally compliant copyright notice and (ii) proper attribution to IARD in a customary and reasonable location, in any of your published or publicly-presented materials that result from the use of or contain any Content. You agree you will not (i) remove any copyright, trademark, or other notices or legends from the Content; (ii) extract, copy, or download a large portion of the Content, such as by a bot, webcrawler, scraper, spider or other device that "harvests" portions of the Content; (iii) engage in any commercial exploitation of any of the Content; (iv) modify the Content in any manner that alters its substance or accuracy; or (v) combine the Content with other content in any manner that does not clearly indicate the

proper authorship of each portion of the combined content. You further agree that you shall not use, reproduce, or publish the Content in any manner (or make or publish any statement) that represents, implies, or suggests that the IARD is supporting a particular policy or lobbying objective or opinion or is endorsing a cause, candidate, issue, party, product, business, organization, religion or viewpoint.

## Disclaimer of Warranties and Liability

You agree that you access, use, reproduce and/or publish the Content solely at your own risk. All Content is provided "as is" and on an "as available" basis, without representation, warranty or indemnity of any kind, either express or implied, including with respect to accuracy, completeness, legality, availability, usefulness, and/or the non-infringement of any third-party rights, and IARD expressly disclaims any and all such representations and warranties. IARD does not warrant that the Content (or your access thereto) is or will be free of viruses, malware, or other harmful components. IARD expressly disclaims all liabilities, losses, damages and costs relating to your access to and use of any Content, including any of the foregoing relating to damage to your computer system or loss of or unauthorized access to any of your data (including personal data). You agree to indemnify, hold harmless and defend at your expense IARD and its employees, directors, members, agents and representatives against any claims, allegations, suits and proceedings (and any costs, fees, damages, settlements or expenses related thereto) relating to your access, use, reproduction and publication of any Content.

#### **External Links Disclaimer**

The Content may include links or pointers to third-party sites. Links to third-party sites are provided as a convenience to you and do not constitute an endorsement by IARD of any of the products, services, or consent found on the third-party sites. Once you access a third-party site through a link on the IARD website, you acknowledge that the third party's terms of use (including any paywalls or restricted access provisions) and privacy policy apply, and you agree to comply with them. IARD cannot and does not authorize the use or reproduction of any copyrighted materials contained in linked third-party sites, and IARD bears no responsibility (and disclaims all warranties) for the contents of any third-party website that you access via the Content.

#### **Applicable Law**

These Terms are governed by the laws of District of Columbia. You agree to submit to the exclusive jurisdiction of the courts of District of Columbia over any dispute relating to these Terms.

## **Privacy Policy**

By agreeing to these Terms, you also consent to the IARD's processing of your personal information consistent with our privacy policy available at <a href="https://www.iard.org/privacy-policy">https://www.iard.org/privacy-policy</a>.