AGREEMENT FOR USE

The CAR Autism Roadmap™ (including the CAR Resource Directory™) is an online information and communications service and internet site (the “Service”) provided by The Children’s Hospital of Philadelphia ("CHOP") and other sources. Use of the Service is governed by the terms and conditions of this Agreement. Please read this Agreement carefully before accessing or using the Service. Throughout this Agreement, The Children’s Hospital of Philadelphia is referred to as “CHOP,” “we,” or “us.” By accessing or using the Service, you agree to be bound by all of the terms and conditions of this Agreement. This Agreement is intended to be fully effective and binding on you and on us. BY USING THE SERVICE, YOU ACCEPT THESE TERMS OF USE.

Copyright

Copyright 2013 by The Children’s Hospital of Philadelphia. ALL RIGHTS RESERVED. Text, graphics and HTML code are protected by U.S. and international copyright laws. The marks “The Children’s Hospital of Philadelphia,” “CHOP,” “Center for Autism Research,” “CAR,” the CH logo, and the car logo are marks of CHOP.

The materials on the Service are copyrighted by us and/or by other applicable rights holders. You may download and reprint a single copy of the materials from the Service for your own personal, noncommercial use only, provided you include all applicable notices and disclaimers. Professionals are permitted to print a single copy of content to provide directly to a patient or patient’s family. Any print-outs of content must show the URL of the Web Site and/or the text contained within the footer of the Web Site (including copyright and contact information). No modifications or further reproduction of the content is permitted without the express prior written consent of CHOP. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).
Terms of Use

CHOP offers the Service for general informational and educational purposes only. Nothing related to the Service is intended as medical advice nor should be used for diagnosis or treatment apart from consultation with a qualified healthcare professional. The Service is not intended to create any physician-patient relationship, nor should it be considered a replacement for consultation with a healthcare professional. If you have questions or concerns about your health, please contact your healthcare professional. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

THE SERVICE AND ANY INFORMATION PROVIDED ON THE SERVICE ARE NOT INTENDED TO CONSTITUTE THE PRACTICE OF OR FURNISHING OF MEDICAL, NURSING, OR PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS, CONSULTATION OR TREATMENT OR SERVICES IN ANY JURISDICTION. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER USER OF THE SERVICE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSIPATISATION WITH THE SERVICE IS TO STOP USING THE SERVICE. WHILE CHOP HAS ENDEAVORED TO MAKE SURE THE INFORMATION CONTAINED IN THIS SITE IS ACCURATE, WE CANNOT GUARANTEE THE ACCURACY OF SUCH INFORMATION, AND IT IS PROVIDED WITHOUT WARRANTY OR GUARANTEE OF ANY KIND.

We make no representations regarding the presence on the Web site of viruses, Trojan horses, worms, or other harmful, disruptive, or destructive files. While we will make reasonable efforts to prevent such files from appearing on the Web site and to remove any such files that do appear, we can make no assurances that such files may not be present or appear and we explicitly disclaim any responsibility for any such files and for any damage or effects caused by such files by reason of access to the Web site.

You agree to indemnify CHOP and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of
their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys’ fees and costs) arising out of a claim by a third party relating to your use of the Service, or any breach or violation of this Agreement or any other term or condition contained on the Service.

**Intellectual Property Rights**

CHOP is the owner of all content prepared for, or used on, the CAR Autism Roadmap™ Web site, unless superceded by another agreement. “Content” means all text, images, files, videos, designs, layouts, color schemes, concepts, methods, techniques, process and data used in connection with, displayed on, or collected from or through the site.

**General**

CHOP is located in Philadelphia, Pennsylvania, in the United States of America. CHOP makes no claims that the Service is appropriate or may be downloaded outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The following provisions survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Terms of Use, Jurisdiction, Indemnity, and Complete Agreement.

**Jurisdiction**

You expressly and irrevocably agree that exclusive jurisdiction for any dispute with CHOP, or in any way relating to your use of the Service, resides in the courts of the Commonwealth of Pennsylvania and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Pennsylvania in connection with any such dispute including any claim involving CHOP, or CHOP’s parent corporation, affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

You agree that any legal proceeding against CHOP related to the Service shall be filed and tried only in the Court of Common Pleas for Philadelphia County, Pennsylvania, United States of America. Both parties hereby expressly waive any
right to a jury trial in any such proceeding.

These Terms and Conditions are governed by the internal substantive laws of the Commonwealth of Pennsylvania, without respect to its conflict of laws or choice of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having jurisdiction, then the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**Complete Agreement**

Except as expressly provided in a particular “legal notice” on the Service, these Terms and Conditions constitute the entire agreement between you and CHOP with respect to use of the Service. Please also read our Privacy Policies.

**Contact Information**

If you have any questions about these terms of use or the practices of this site, please contact us.

The Center for Autism Research and The Children's Hospital of Philadelphia do not endorse or recommend any specific person or organization or form of treatment. The information included within the CAR Autism Roadmap & trade; and CAR Resource Directory & trade; should not be considered medical advice and should serve only as a guide to resources publicly and privately available. Choosing a treatment, course of action, and/or a resource is a personal decision, which should take into account each individual's and family's particular circumstances.