

Terms of Use – DrawYourLine.com Text Messaging

These *Terms of Use* are an agreement between you, the user of the *Draw the Line* Web site, and the Arizona Underage Drinking Prevention Committee (“AUDPC”) and the Arizona Governor’s Office, Office for Children, Youth and Families (“GOCYF”) for the use of the messaging services provided on the *Draw the Line* Web site (the “Service”). The Service is designed to provide you with the ability to send text messages related to the *Draw the Line* campaign to the mobile phone of your child or another child in your life.

The Service is intended for your personal and non-commercial use. You may not use the Service in any manner that could damage, disable, overburden, or impair the Service (or the network(s) connected to the Service) or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to any of the Service, through any method including, but not limited to, hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

The Arizona Underage Drinking Prevention Committee (“AUDPC”) and Arizona Governor’s Office, Office for Children, Youth and Families (“GOCYF”) have no obligation to monitor the Service. However, AUDPC and GOCYF reserve the right to review materials sent through the Service and to edit, refuse to send, or to remove any information or materials, in whole or in part, in the AUDPC and/or GOCYF’s sole discretion. AUDPC and GOCYF reserve the right to terminate your access to the Service at any time, without notice, for any reason whatsoever. Materials, such as photos, ringtones, and information, sent or received through the Service may be subject to limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you transmit such materials.

AUDPC and GOCYF reserve the right at all times to disclose any information as AUDPC and GOCYF deem necessary to satisfy any applicable law, regulation, legal process, governmental request or other request.

Always use caution when giving out any personally identifiable information about yourself or your children when using the Service. AUDPC and GOCYF do not control, endorse, or otherwise offer an opinion either affirmative or negative about the content, photos, messages, or information sent or received through the Service. Therefore, AUDPC and GOCYF specifically disclaim any and all liability, whether express or implied, with regard to the Service, and any claim, action, cause of action, harm, and/or injury arising out of or incident to, or resulting from, your or any other user’s use of the Service.

As a condition of your use of the Service, you expressly agree not to use the Service for any purpose that is unlawful or prohibited by these Terms of Use. Unacceptable uses include, but are not limited to:

- a) Intentionally or unintentionally violating any applicable law or regulation;
- b) Harming or attempting to harm minors in any way;
- c) Transmitting any content that you do not have the right to post or transmit under any applicable law, contractual duty, or fiduciary relationship;
- d) Transmitting any content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy right, or other intellectual property interest;
- e) Transmitting any content that is unlawful, untrue (including incomplete, false, or inaccurate biographical information), stalking, harassing, libelous, defamatory, abusive, tortuous, threatening, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), or otherwise objectionable;
- f) Attempting to collect or store personal data about third parties without their knowledge or consent;
- g) Accessing, tampering with, or using non-public areas of the Service or AUDPC and GOCYF's computer systems, 'Draw Your Line' Web site, and network;
- h) Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- i) Attempting to access or search the 'Draw Your Line' Web site with any engine, software, tool, agent, device, or mechanism other than the software and/or search agents provided by AUDPC and GOCYF or other generally available third-party Web browser (such as Microsoft Internet Explorer or Netscape Navigator);
- j) Sending unsolicited e-mail or text messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes," "spam," "chain mail," or "junk mail;"
- k) Using the Service to send altered, deceptive or false source-identifying information in violation of state, national, and foreign law;
- l) Attempting to decipher, decompile, disassemble, or reverse-engineer any of the software comprising, or in any way making up, a part of the Service or 'Draw Your Line' Web site;
- m) Interfering or attempting to interfere with the access of any user, host, or network, including without limitation, sending a "virus" to the 'Draw Your Line' Web site, overloading, "flooding," "spamming," "crashing," or "mailbombing" Web sites; or
- n) Impersonating or misrepresenting your affiliation with any person or entity.

Violations of any of the above, including intellectual property infringement and breaches in security, will be investigated and, where appropriate, the AUDPC and/or GOCYF may institute legal action, or cooperate with any law enforcement authority in bringing legal proceedings against users who violate these Terms of Use.