Terms of Use Notice

This Web site ("Site") was developed by the University Corporation for Atmospheric Research and its affiliates (UCAR). By using this Site and/or downloading materials from this Site, you agree to the terms and conditions set forth in this document (the "Terms of Use"). UCAR reserves the right to modify the Terms of Use in its discretion at any time. Such modifications will be effective when posted.

Throughout this Site you can access other UCAR sponsored products and services, some acquired from third parties, including information, documents, software, and products (collectively, the "Materials"). Some of these Materials include software, models and data sets that are governed by their own specific terms of use. In the absence of specific terms of use, these Terms of Use shall apply.

Use

The user is granted the right to use this Site for any non-profit, training, research, or educational purpose whatsoever -- and not for any direct or indirect commercial purpose or advantage -- without any fee or cost, to access, link to and use, create derivative works, publish, distribute, disseminate, transfer, or modify, revise, copy, edit, and digitize the information contained in this Site. In the event you breach of the Terms of Use or terms of use for a specific Materials, UCAR may suspend or immediately terminate your access to this Site and the Materials pursuant any and all legal and equitable remedies available to it.

Prohibited Uses

The following categories of use are inappropriate and prohibited:

Use that is unlawful, harassing or threatening, libelous, defamatory, obscene, pornographic, or that would violate any law or the rights of others, including without limitation, laws against copyright infringement.

Use that impedes, interferes with, impairs, or otherwise causes harm to the activities of others, including but not limited to spamming and distribution of computer viruses.

Use that is inconsistent with the integrity of this Site, the Materials or other UCAR systems, including but not limited to, attempts to defeat system security, unauthorized access or use, distribution of computer viruses, and modification or removal of data.

Use that is non-profit, tax-exempt organization and, as such, is subject to specific federal, state, and local laws regarding sources of income, political activities, use of property, and similar matters. As a result, commercial use of this Site or the Materials for non-UCAR purposes is generally prohibited. Prohibited commercial use does not include communications and exchange of data that furthers the UCAR's educational, administrative, research, clinical, and other roles, regardless of whether it has an incidental financial or other benefit to an external organization.

Use for the purpose of lobbying that congregates UCAR involvement, except for authorized lobbying through or in consultation with UCAR's Legal Services Office.

Use that may expose UCAR to criminal or civil liability.

Copyright

Any copyright notice contained in this Notice or in any other part of this Site shall remain intact and unaltered and shall be affixed to any use or copy of all or any such part of this Site. The user must include an appropriate citation crediting the source of all or any portion of this Site as follows:

"The source of this material is the University Corporation for Atmospheric Research (UCAR). © 2002 University Corporation for Atmospheric Research. All Rights Reserved."

The name UCAR may not be used in any advertising or publicity to endorse or promote any products or commercial entity unless specific written permission is obtained from UCAR.

The rights granted to you constitute a license and not a transfer of title. Except as specifically permitted herein, UCAR does not grant any express or implied right to you under any patents, copyrights, trademarks, or other intellectual property rights with respect to this Site or the Materials.

Unless otherwise agreed to in writing by UCAR, UCAR is not obligated to provide, and will not provide, support, consulting, training, or assistance of any kind whatsoever with regard to the use of the content, operation and/or performance of this Site.

Disclaimer/Limitation of Liability

THE CONTENT ON THIS SITE, INCLUDING THE MATERIALS, IS PROVIDED BY UCAR "AS IS." UCAR EXPRESSLY DISCLAIMS THE APPLICABILITY OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCAR BE LIABLE FOR ANY DAMAGES OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, THAT ARISE OUT OF OR IN CONNECTION WITH THE ACCESS, USE, CONTENT, PERFORMANCE OF OR RELIANCE ON THIS SITE, ANY LINKED SITE, ANY LINKS CONTAINED IN ANY LINKED SITE, OR THE MATERIALS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

Links

This Site contains links to other websites that do not belong to UCAR or its affiliates ("third-party sites"). Links to these third-party sites will allow the user to leave the UCAR Site. Any third party site is outside the domain of and is not under the control of UCAR. UCAR is providing the link only as a convenience. UCAR is not responsible for the content or use of any third party site or any linked site contained within the third-party site, or any changes or updates thereto. No sponsorship, approval or endorsement of any product, service or information provided by the third-party site, the content of the site, or the site itself is intended or implied by UCAR.

Laws

By visiting the UCAR Site, the user agrees that the laws of the State of Colorado and the United States of America, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute that might arise between the user and UCAR.

By visiting and using this Site and the Materials, the User agrees to abide by all laws of the United States of America, including any applicable export control laws regarding the use of any or all parts of this Site and the Materials.

Privacy Policy

The only information that UCAR obtains about a user to its Site is information supplied voluntarily by the user. This means that you can visit the UCAR Site without identifying who you are or revealing any information about yourself. In order to serve you better, meet UCAR's goals, reporting requirements and gauge the effectiveness of the Site, UCAR collects some general information about its users which does not individually identify anyone by email address or otherwise. Therefore, information about which pages a user visits, where and how a user links to the Web page, how much time is spent on each page, how many times a new user accesses the Web page, and the date and time of the visit, is automatically tracked in the aggregate. Some UCAR programs or services may request specific user information, such as name and email address, and the user may decide whether to voluntarily supply that information. For more information on UCAR's privacy policy see here.
NOTIFICATION OF COPYRIGHT INFRINGEMENT

UCAR will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to or from this Site, please provide UCAR's Copyright Agent a Copyright Infringement Notification. Subscribers who feel that an infringement notification has been filed in error may submit a Copyright Infringement Counter Notification.

The Digital Millennium Copyright Act requires that all notices of alleged copyright infringement be in writing. For UCAR to act on your notice, you must be authorized to enforce the copyrights that you allege have been infringed. When informing the UCAR of an alleged copyright infringement, you should:

(1) Identify the copyrighted work that allegedly has been infringed. If multiple copyrighted works at a single online site are involved, please provide a representative list of such works on that site.

(2) Describe the material that is claimed to be infringing and provide sufficient information to permit UCAR to locate that material.

(3) Provide your contact information, including an address, telephone number, and, if available, an e-mail address.

(4) Certify or include a statement that you have a good faith belief that the use of the copyright-protected material in the manner complained of is not authorized by the copyright owner, the owner's agent, or law.

(5) Certify that the information that you have provided UCAR is accurate. You should attest under penalty of perjury that you are authorized to enforce the copyrights that you allege have been infringed.

(6) Include your physical or electronic signature.

UCAR may not be able to act on your complaint promptly or at all if you do not provide this information.

UCAR's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

By mail:
Copyright Agent
Office of General Counsel
University Corporation for Atmospheric Research
1850 Table Mesa Dr.
Boulder, Colorado 80305

By telephone: (303) 497-8870
By fax: 303-497-8501
By email: copyright@ucar.edu

THE COPYRIGHT AGENT SHOULD ONLY BE CONTACTED IF YOU BELIEVE THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUCH INFRINGEMENT IS OCCURRING ON THIS SITE OR ON SITES LINKED TO FROM THIS SITE.