

# **OASAS Application Services Website**

## **Terms of Use**

The NYS Office of Addiction Services and Supports Application Services website is designed to make it easier and more efficient for OASAS licensed and/or funded providers to report required information to OASAS.

### **Access to this website is limited to authorized users.**

By using this website, you agree to follow and be bound by the following terms and conditions. OASAS reserves the right to revise the Terms of Use at any time without notice.

#### **Use of OASAS Application Services**

Use of the OASAS application services website is limited to authorized users. Individuals designated by their organizations as authorized users are required to complete the appropriate forms and obtain the necessary authorizing signatures before access will be granted. Questions regarding the access forms and/or process should be directed to the contact listed below. Unauthorized access to this website and/or OASAS applications is strictly prohibited and may be subject to criminal prosecution.

#### **Passwords and Security**

Authorized users are responsible for maintaining the confidentiality of any password(s) you are given to access this website, and are fully responsible for all activities that occur under your password(s). You agree to notify OASAS immediately of any unauthorized use of your password(s).

OASAS limits employee access to personally identifiable information from authorized users to only those employees who need access to perform a specific job. Security measures have been integrated into the design, implementation, and day-to-day operations of these applications as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

#### **Termination of User**

You agree that OASAS may, in its sole discretion, at any time terminate your access to the website and any account(s) you may have in connection with the website. Access to the website may be monitored by OASAS.

#### **Disclaimer**

OASAS reserves the right to make changes or updates to the website at any time without notice.

Except where expressly provided otherwise, this website, and all content, materials, information, software, products and services provided on this website, are provided on an "as is" and "as available" basis. OASAS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. OASAS makes no warranty that: (A) the website will meet your requirements; (B) the website will be available on an uninterrupted, timely, secure, or error-free basis; (C) the results that may be obtained from the use of the website or any services offered through the website will be accurate or reliable; or (D) the quality of any products, services, information or other material obtained through the website will meet your expectations.

#### **Limitation of Liability**

In no event shall OASAS be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenues, data or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the website.

**Indemnity**

You agree to defend, indemnify and hold harmless OASAS, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the website.

**Privacy Policy**

OASAS is concerned about your privacy and has developed a policy to address privacy concerns.

**Note about Children**

Minors are not eligible to use this website.

**Applicable Laws**

All matters relating to your access to, and use of, the website shall be governed by the U.S. federal law or the laws of the State of New York. Any legal action or proceeding relating to your access to, or use of, the website shall be instituted in a state or federal court in Albany County, New York.

**Contact Information**

If you have any questions regarding these Terms of Use, please contact the OASAS Help Desk at (518) 485-2379.

Last Update Date: November 3, 2014