

# Terms of Service

**Effective as of May 2018**

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IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" or the "USER") AND THE NATIONAL BUSINESS OFFICERS ASSOCIATION ("WE" or "NBOA"). BEFORE DOWNLOADING, ACCESSING, OR USING ANY PART OF THE NBOA.ORG SITE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE AGREEMENT (the or this "TOS") AS THEY GOVERN YOUR ACCESS TO AND USE OF THIS WEB SITE AND ANY PROGRAMS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE THROUGH THIS SITE OR USED IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, THE NBOA RESOURCES AND PUBLICATIONS (this Web site and its associated programs, services, materials, and information are referred to herein on a collective basis as the or this "SITE"). NBOA IS WILLING TO LICENSE THE USE OF THIS SITE AND PROVIDE THE RELATED PROGRAMS, SERVICES, MATERIALS, AND INFORMATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TOS. IF YOU DO NOT AGREE WITH THIS TOS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THIS SITE AND ARE INSTRUCTED TO EXIT THIS SITE IMMEDIATELY.

## Terms and Conditions

1. **LICENSE GRANT.** This TOS provides to you a personal, revocable, limited, non-exclusive, non-sublicenseable, and non-transferable license to use this Site conditioned on your continued compliance with the terms and conditions of this TOS. You may print and download materials and information from this Site solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. If you are using the Site on behalf of an institution, association, or other type of entity, please note that such institution, association, or entity may have a separate agreement with NBOA. Nevertheless, your use of the Site will be subject to the terms and conditions of this TOS.
2. **RESTRICTIONS.** Notwithstanding the foregoing, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Site. Specifically, and by way of illustration and not limitation, you may not separate and use any graphics, photographs, or other audio, visual, or video elements from the accompanying text or material without the prior express written permission of NBOA and/or its licensor(s). Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or

equivalent manual process, to access, acquire, copy, or monitor any portion of this Site or in any way reproduce or circumvent the navigational structure or presentation of this Site to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site, (ii) attempt to gain unauthorized access to any portion or feature of this Site or any other systems or networks connected to this Site or to any NBOA server or to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of this Site or any network connected to the Site, nor breach the security or authentication measures on this Site or any network connected to the Site, (iv) reverse look-up, trace, or seek to trace any information on any other User of or visitor to the Site, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this Site or NBOA's systems or networks or any systems or networks connected to the Site, (vi) use any device, software, or routine to interfere with the proper working of this Site or any transaction conducted on the Site, or with any other person's use of the Site, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to NBOA on or through the Site, (viii) use the Site or any Forum (as such term is described below) to harvest or collect e-mail addresses or other contact information; or (ix) use this Site in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact NBOA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COPYING OR REPRODUCING ANY SERVICES, PROGRAMS, INFORMATION, OR MATERIALS PROVIDED BY NBOA TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

3. **USER OBLIGATIONS.** By downloading, accessing, or using this Site in order to view any information and materials, register or enter into a transaction with or through NBOA for any reason, or submit information of any kind, you represent that you are at least eighteen (18) years of age or the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on this Site, including, without limitation, when you provide information via a Site registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, NBOA reserves the right to terminate immediately your access to and use of this Site. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Site. You also acknowledge and agree that use of the Internet and access to this Site is solely at your own risk. While NBOA has endeavored to create a secure and reliable Site, you should understand that the confidentiality of any communication or material transmitted to/from this Site over the Internet or other form of global communication network cannot be guaranteed. Accordingly, NBOA is not responsible for the security of any information transmitted to or from the Site. You must make your own determination as to such issues.
4. **SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions may apply to receipt of services, participation in a particular program, event,

conference, training, or seminar, User registration with particular areas of the Site, membership with NBOA, and/or to other specific portions or features of the Site, such as the Job Listing area, all of which are made a part of this TOS by this reference. You agree to abide by such other notices, terms, and conditions. If there is a conflict between this TOS and the terms posted for or applicable to a specific portion of the Site, the latter terms shall control with respect to your use of that portion of the Site. NBOA's obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing on this TOS should be construed to alter such terms, conditions, notices, and agreements.

5. **DIRECTORY.** NBOA may make available through the Site an on-line directory of NBOA member information (the "NBOA Directory"). In addition to any other terms and conditions set forth in this TOS, you acknowledge and agree that the NBOA Directory shall be used only for personal purposes and that any information of the NBOA Directory shall not be further published, displayed, or made accessible. Accordingly, unless NBOA has provided its prior written consent, you acknowledge and agree that the contents of the NBOA Directory may not, in whole or in part, be reproduced, copied, disseminated, entered into a computer database, used as part of or in connection with a mailing list, or otherwise utilized, in any form or manner or by any means inconsistent with this TOS. You also acknowledge that a person or entity's listing in the NBOA Directory represents only that such person or entity is registered with and/or an active member NBOA. NBOA makes no further representations or warranties regarding any such person or entity (or the related information) listed in the NBOA Directory, and any information made available through the NBOA Directory is provided on an "AS-IS" and "AS-AVAILABLE" basis without warranty of any kind.
6. **PASSWORD POLICY.** Registration as a User for access to certain areas of this Site requires both a user name and a password. Only one User can use one user name and password and, thus, one account. By limiting access, it helps avoid unauthorized usage by other persons or entities because anyone with knowledge of both your user name and password can gain entry to the restricted portions of this Site and to your account. Accordingly, by using this Site, you agree to consider your user name and password as confidential information and to keep your user name and password confidential. You also agree not to use another User's user name and password. You will immediately notify NBOA if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. NBOA cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. NBOA reserves the right to delete or change a user name or password at any time and for any reason.
7. **PRIVACY POLICY.** You understand, acknowledge, and agree that the operation of certain areas of the Site requires the submission, use, and dissemination of various personal identifying information. Accordingly, if you wish to access and use those areas of the Site, you acknowledge and agree that your use of this Site will constitute acceptance of

NBOA's personal identifying information collection and use practices. Please see NBOA's Privacy Policy for a summary of NBOA's personal identifying information collection and use practices.

8. **POSTINGS.** This Site may contain listservs, message boards, chat rooms, and other interactive features and functionality where Users can share and post information and/or photos, video, or audio. To the extent that this Site contains such communication forums (collectively, "Forums"), you agree that by using this Site you will not upload, post, display, or transmit any of the following materials on the Site's Forums:
- anything that interferes with or disrupts this Site or the operation thereof,
  - statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way violates the rights of others,
  - unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others,
  - statements or material that violates other contractual or fiduciary rights, duties, or agreements,
  - statements or material that is bigoted, hateful, or racially offensive,
  - statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
  - statements or material that constitutes anti-competitive collaboration and/or antitrust violations,
  - statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
  - statements or material that harms minors,
  - statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of NBOA,
  - statements or material that misrepresents your affiliation with any entity and/or NBOA,
  - anything that violates the privacy or publicity rights of any other person, including, without limitation, posting any personal identifying information of another individual,
  - chain letters or pyramid schemes,
  - statements or materials that are deceptive or misleading,

- statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials,
- statements or material that are “off-topic” for a designated Forum, and
- files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer, network, or this Site.

As Forums are public, the User experience is enhanced if you follow the foregoing and following guidelines. Please use netiquette. Please do not post any content or information of a personal nature, such as video or audio of friends and family. Please be succinct and stay on topic within a particular Forum. Please remember to respect others and their opinions. NBOA encourages open and sincere communication, but urges all Users to remember that Forums are intended to be a resource for all.

9. **PERMISSION TO USE POSTINGS.** Forums are the resources and property of NBOA and/or its licensors and you will not have any proprietary interest in any Forum. Moreover, by submitting content or information of any type (a "Posting") to a Forum or other portion of this Site or by otherwise using this Site to transmit or display a Posting, you automatically grant NBOA a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You represent that you have all necessary rights to make the Posting available to NBOA and a Forum, and you also acknowledge that such Postings are non-confidential for all purposes and that NBOA has no control over the extent to which any idea or information may be used by any party or person once it's posted or displayed. Accordingly, notwithstanding this right and license, it is understood that by merely permitting your information, content, and materials to appear on this Site NBOA has not become and is not a publisher of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display a Posting. Moreover, NBOA assumes no responsibility for the deletion of or failure to store any Posting and recommends that you do not post, display, or transmit any confidential or sensitive information.
10. **NO PRE-SCREENING OF POSTINGS.** NBOA is not responsible for screening, policing, editing, or monitoring your or another User’s Postings and encourages all of its Users to use reasonable discretion and caution in evaluating or reviewing any Posting. Moreover, and except as provided below with respect to NBOA's right and ability to delete or remove a Posting (or any part thereof), NBOA does not endorse, oppose, or edit any opinion or information provided by you or another User and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by you or any other User. Nevertheless, NBOA reserves the

right to monitor, delete, or take other action with respect to Postings (or parts thereof) that NBOA believes in good faith violate this TOS and/or are, or are potentially, unlawful or harmful to NBOA or its affiliates, volunteers, services, or goodwill. If you violate this TOS, NBOA may, in its sole discretion, delete the unacceptable content from your Posting, remove or delete the Posting in its entirety, issue you a warning, and/or terminate your use of the Site. Moreover, it is a policy of NBOA to take appropriate actions under the Digital Millennium Copyright Act under U.S. Copyright Law and other applicable intellectual property laws. If you become aware of Postings that violate these rules regarding acceptable behavior or content, you may contact NBOA as provided below.

**11. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF**

**INFRINGEMENT.** NBOA respects the intellectual property of others, and it asks its Users to do the same. Accordingly, it is NBOA's policy to respond to a notice of alleged infringement that complies with U.S. Copyright Law, and in particular, the Digital Millennium Copyright Act. Responses may include removing or disabling access to content or material claimed to be the subject of infringing activity and/or terminating your right to access and use the Site. But, you acknowledge that you may be liable for damages, including attorneys' fees and costs, if you materially misrepresent that a work or activity is infringing your rights. If we terminate or suspend a User's access to or use of the Site, NBOA will make a good-faith attempt (as warranted) to contact the person who posted the content so that they may make counter notification pursuant to applicable laws. It is NBOA's policy to document all notices of alleged infringement upon which NBOA decides to take action. As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public. If you believe that one or more of your works have been copied in a way that constitutes copyright infringement, please provide a written notice of your claim of copyright infringement that is directed to NBOA's designated agent as specified below along with the following information:

- A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;
- A description, in reasonable detail, of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

- Designated Agent: President and CEO of NBOA

12. **PROPRIETARY RIGHTS.** This TOS provides only a limited license to access and use the Site. Accordingly, you expressly acknowledge and agree that NBOA transfers no ownership or intellectual property interest or title in and to this Site to you or anyone else. All text, graphics, headers, icons, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML, CSS, XML, and JavaScript code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Site, unless otherwise indicated, are owned, controlled, and licensed by NBOA and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, NBOA does not grant any other express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, your unauthorized use of this Site may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that NBOA does enforce its intellectual property rights to the fullest extent of the law and, in particular and without limitation, with respect to illegal use of terms confusingly similar to any of NBOA's trademarks. This Site is Copyright © 2007-09 National Business Officers Association and/or its licensors. All rights reserved. NBOA also owns a copyright in the contents of this Site as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of this Site. Any downloadable or printable programs, directories, databases, information, or materials available through this Site and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by NBOA. NATIONAL BUSINESS OFFICERS ASSOCIATION, NBOA, the NATIONAL BUSINESS OFFICERS ASSOCIATION logo, and all other names, designs, logos, and icons identifying NBOA and its programs and services are proprietary trademarks of NBOA, and any use of such marks, including, without limitation, as domain names, without the express written permission of NBOA is strictly prohibited. Other product, association, organization, and company names mentioned herein may be the trademarks and/or service marks of their respective owners.

13. **FEEDBACK AND SUBMISSIONS.** NBOA welcomes your feedback and suggestions about NBOA's programs or services or with respect to how to improve this Site. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to NBOA, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to NBOA and enable NBOA to use such feedback. In addition, any feedback received through this Site will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for NBOA to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional

approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

14. **THIRD-PARTY PRODUCTS/SERVICES.** NBOA, in its sole discretion, may feature and/or post the advertisements of third parties on this Site and/or feature materials, programs, products, and services provided by third parties. NBOA makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third-party materials, programs, products, and services or any other materials, programs, products, and services which such third-party materials, products, and services may access. Your correspondence or any other dealings with third parties found on this Site are solely between you and such third party. Accordingly, NBOA expressly disclaims responsibility and liability for all third-party provided materials, programs, products, and services contained on or accessed through the Site, and you agree that NBOA shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties on this Site.
15. **LINKS TO OTHER SITES.** NBOA may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and/or services. These sites have not necessarily been reviewed by NBOA and are maintained by third parties over which NBOA exercises no control. Accordingly, NBOA expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.
16. **LINKING TO THE SITE; THE NBOA LOGO.** For its members, volunteers, and affiliates, NBOA encourages and permits text links to this Site and, in particular, by way of the use of an official NBOA logo (the "NBOA Logo"), which may change from time to time in NBOA's sole discretion. Accordingly, pursuant to the terms and conditions of this TOS, NBOA hereby grants to you a personal, revocable, non-transferable, and non-sublicenseable right and license to use the NBOA Logo to link to this Site or to identify yourself or your entity as a member with the NBOA so long as your status with NBOA is current and in good standing and only so long as you do not use the NBOA Logo in a manner that discredits, tarnishes, harms, or damages NBOA, NBOA's programs or services, or NBOA's goodwill. The NBOA Logo may not be revised or altered in any way, and must be displayed in the same form as produced by NBOA. The official colors of the NBOA Logo are Pantones Warm Grey 11, 1795, 283, and 2925, and the NBOA Logo must be printed in the official colors or in black/white. However, any links to this Site or any other use of the NBOA Logo should not be done in an unlawful manner or in a way that suggests that NBOA promotes or otherwise endorses any politician or any products, services, programs, causes, campaigns, Web sites, or information unless NBOA has provided prior written consent for such promotion or endorsement. Moreover, the



NBOA Logo may never be used in such circumstances independent of the term "member". Any use of the NBOA Logo, as permitted by this TOS, shall not create or convey any additional rights and shall not suggest or imply a mischaracterization of the relationship with NBOA. You acknowledge and agree that this TOS permits only a limited right to use the NBOA Logo and that all other rights in the NBOA Logo are hereby reserved by and to NBOA. As a condition to this license, you may not frame any link to this Site, and you acknowledge and agree that NBOA has the right to request samples of use of the NBOA Logo in order to ensure compliance with this TOS. The failure to comply with this TOS shall result in immediate termination of any right to use the NBOA Logo and may result in termination of your membership status with NBOA.

17. **DISCLAIMER.** WHILE NBOA ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS, THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON OR THROUGH THIS SITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. MOREOVER, NBOA MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS SITE OR IN THE PROGRAMS, SERVICES, MATERIALS, AND INFORMATION AVAILABLE ON THIS SITE AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE PROGRAMS, SERVICES, MATERIALS, AND INFORMATION AVAILABLE ON THIS SITE. NBOA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE PROGRAMS, SERVICES, MATERIALS, AND INFORMATION AVAILABLE ON THIS SITE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. NBOA ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THIS SITE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY MESSAGE, FILE, AND/OR INFORMATION WILL BE STORED, ARCHIVED, OR DOWNLOADED FROM THE SITE IN A MANNER FREE OF VIRUSES OR CONTAMINATION OR OTHER DESTRUCTIVE FEATURES.

18. **LIMITATION OF LIABILITY.** Use of this Site is at your sole risk. You expressly absolve and release NBOA from any claim of harm resulting from a cause beyond NBOA's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NBOA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, WITH THE DELAY OR INABILITY TO USE THIS SITE, UNAUTHORIZED ACCESS OR USE TO ANY TRANSMISSIONS OR DATA, THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE THROUGH THIS SITE, WHETHER BASED IN

CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF NBOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF NBOA FOR ANY REASON WHATSOEVER RELATED TO USE OF THIS SITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO NBOA IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE OR \$1,000 (US), WHICHEVER IS LESS.

19. **INDEMNITY.** You agree to defend, indemnify, and hold harmless NBOA and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by you of this TOS.
20. **GOVERNING LAW.** This TOS has been made in and will be construed and enforced in accordance with the laws of the District of Columbia applied to agreements entered into and completely performed in the District of Columbia. You agree to the personal jurisdiction by and venue in the state and federal courts in the District of Columbia and waive any objection to such jurisdiction or venue. Any claim you might have against NBOA must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. NBOA makes no representation that this Site is appropriate or available for use in other locations, and access to this Site from territories or nations where any aspect of this Site is illegal is prohibited. You access this Site on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of this Site. A printed version of this TOS and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact NBOA if you wish to receive a printed copy of this TOS. In any legal proceeding brought by NBOA, NBOA shall have the right to seek and be awarded all reasonable attorneys' fees and costs in addition to any other relief, at law or in equity, to which NBOA may be entitled.
21. **ENFORCING SECURITY ON THE SITE.** Actual or attempted unauthorized use of this Site may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. NBOA reserves the right to view, monitor, and record activity on this Site without notice or permission from you, including, without limitation, by archiving notices or communications sent by you through the Site. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Site as well as to disclosures required by or under applicable law or related government agency actions. NBOA will also comply with all court orders or subpoenas involving requests for such information. In addition to the foregoing, NBOA reserves the right to, at any time and without notice, modify, suspend, terminate, or interrupt operation of or access to the Site, or any portion of this Site in order to protect the Site, NBOA, or NBOA's business. Moreover, as a member with NBOA, you acknowledge and

agree that violations of this TOS may result in a revocation or suspension of your membership status with NBOA.

22. **INJUNCTIVE RELIEF.** You acknowledge that any breach, threatened or actual, of this TOS will cause irreparable injury to NBOA, such injury would not be quantifiable in monetary damages, and NBOA would not have an adequate remedy at law. You therefore agree that NBOA shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOS. Accordingly, you hereby waive any requirement that NBOA post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to NBOA to enforce any provision of this TOS.
23. **TERM AND TERMINATION.** This TOS will take effect at the moment you click "I ACCEPT", register, respond to a request for information, and/or begin downloading, accessing, or using this Site, whichever is earliest. NBOA reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this Agreement, to deny your access to this Site or to any portion thereof in order to protect its name and goodwill, its business, and/or other Users, and this TOS will also terminate automatically if you fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this TOS at any time by ceasing to use the Site, but all applicable provisions of this TOS will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of this Site in your possession. The provisions concerning NBOA's proprietary rights, feedback and submissions, indemnity, disclaimers of warranty and liability, admissibility of this TOS, waiver and severability, entire agreement, and governing law will survive the termination of this TOS for any reason.
24. **WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and conditions of this TOS will not operate as a waiver of any subsequent default or failure of performance. No waiver by NBOA of any right under this TOS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOS shall continue in effect.
25. **ENTIRE AGREEMENT.** No joint venture, partnership, employment, affiliate, or agency relationship exists between you and NBOA as result of this TOS or your utilization of this Site. This TOS, NBOA's Privacy Policy, and any other agreement or terms or conditions for services, donations, programs, or licenses for materials, information, or services available through the Site, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and NBOA with respect to use

of the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and NBOA with respect to this Site. You may not assign or transfer any rights under this Agreement without the prior written consent of NBOA. Please note that NBOA reserves the right to change the terms and conditions of this TOS and the terms and conditions under which this Site and its many offerings are extended to you by posting a revised TOS or mailing and/or e-mailing notice thereof to you. In addition, NBOA may add, modify, or delete any aspect, program, or feature of this Site, but NBOA is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of this Site following any announced change will be conclusively deemed acceptance of any change to the terms and conditions of this TOS. Accordingly, please review the TOS found at this location on a periodic basis.

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