

# **NAHRO Website Terms of Use**

## **Introduction**

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. THESE WEBSITE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THIS WEBSITE, WHICH IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THIS WEBSITE. IF YOU DO ACCESS OR USE THIS WEBSITE, YOU AND ANY AGENCY OR OTHER ENTITY YOU REPRESENT WILL BE DEEMED TO HAVE AGREED TO EACH AND ALL OF THE TERMS OF USE SET FORTH IN THIS WEBSITE WITHOUT MODIFICATION. NAHRO MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME, AND IN SUCH EVENT, YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF SUCH CHANGES WILL CONSTITUTE YOUR AGREEMENT TO ALL SUCH CHANGES.

## **User Eligibility**

The services of this website are available only to individuals who can form legally binding contracts under applicable law, and therefore, such services are not available to minors. By using this website, you represent that you are of sufficient legal age to use this website and to create binding legal obligations for any liability you may incur as a result of using this website. Further, access to “members-only” portions of this website is available only to NAHRO members who possess valid pass codes issued by NAHRO. Each individual who has been authorized by the issuance of a pass code enabling access to members-only portions of this website agrees not to share the pass code with any other person and acknowledges that he or she is solely responsible for maintaining the confidentiality and security of such pass code.

## **Use of Site**

The information contained in this website is for general informational purposes and to enable the access to and purchase of NAHRO products and services. You may use the website and the information, writings, images and/or other works that you view or hear on this website for non-commercial purposes benefitting you and/or a NAHRO member which you represent. No right title or interest to the content of this website is transferred to you as a result of using this website whether by downloading its content or otherwise, and NAHRO reserves all ownership rights to such content. Therefore, except as expressly otherwise authorized by these Terms of Use, you may not use, copy, distribute, transmit, or otherwise derive content from, the content of this website.

While NAHRO endeavors to keep the content of this website up-to-date and correct, neither NAHRO nor any third party warrants or guarantees in any manner, expressly or impliedly, the accuracy, timeliness, completeness, reliability, or the suitability for any particular use, of the information and materials found or offered on this website and/or the products and services

offered herein. Accordingly, any reliance you place on the information or materials contained or referenced in this website is placed solely at your own risk.

Although NAHRO will also endeavor to keep the NAHRO website and its content free of viruses, worms and other harmful computer codes or programs, it cannot guarantee this and will not be liable for any loss or damages caused by the presence of viruses, worms or other harmful computer codes or programs contained in the NAHRO website or in material downloaded from the website.

You may be permitted to link through this website to websites operated by others. Please be advised that the content and access to those websites is not under NAHRO's control. The inclusion of a link to any website operated by a third party does not imply (a) a recommendation of any entity operating such website or of any product or service offered therein, (b) the endorsement of any views expressed in such website, or (c) any assurance as to the truth or accuracy of any material found on such website.

This website may contain blogs, message boards, or other features that allow users to communicate information or express personal or professional views. In using those services, users must at all times abide by all rules governing such use, including those requiring users to refrain from posting material that is illegal, knowingly false, defamatory, obscene, threatening, invasive of privacy, infringing of intellectual property rights, or otherwise professionally inappropriate. Users who violate these Terms of Use or other rules governing contributions to, or the use of, this website may be denied further access.

You may not utilize the NAHRO website to conduct commercial solicitations unless the website feature so utilized is explicitly designated for such purposes.

You agree that you are personally responsible for your actions involving the NAHRO website. Specifically, you agree to take no action that will or may compromise the security of the website, render it inaccessible to others, or otherwise cause damage to the website or its content.

### **Disclaimers of Warranty and Limitation of Liability**

THE NAHRO WEBSITE AND THE CONTENT IT CONTAINS ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE " BASIS WITHOUT WARRANTIES OF ANY KIND. NAHRO MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIS WEBSITE, ITS OPERATION OR THE SERVICES, CONTENT OR PRODUCTS MADE AVAILABLE IN THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NAHRO EXPRESSLY DISCLAIMS ALL WARRANTIES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEBSITE, ITS CONTENT, OR ANY PRODUCT OR SERVICE OFFERED OR FURNISHED VIA THE WEBSITE. NAHRO DOES NOT WARRANT OR REPRESENT THAT THE FUNCTIONALITY AND OPERATION OF THIS WEBSITE WILL BE UNINTERRUPTED,

TIMELY, OR SECURE, OR THAT ITS CONTENT WILL BE COMPLETE OR ERROR-FREE.

NAHRO EXPRESSLY DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING IN CONNECTION WITH: (A) THIS WEBSITE, ITS FUNCTIONALITY, OPERATION, OR CONTENT, (B) YOUR USE OR INABILITY TO USE THIS WEBSITE, (C) ANY PRODUCT OR SERVICE OFFERED OR FURNISHED OR TRANSACTION FACILITATED THROUGH THIS WEBSITE, OR (D) ANY ERROR IN OR UNAUTHORIZED ACCESS TO YOUR INFORMATION OR DATA.

IF YOU ARE DISSATISFIED WITH THE NAHRO WEBSITE, ITS CONTENT, OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO REGISTER YOUR COMPLAINT WITH NAHRO AS PROVIDED IN THESE TERMS OF USE AND TO DISCONTINUE USING THE WEBSITE.

## **Privacy Policy**

NAHRO is committed to protecting your privacy and employing technology that gives you the most powerful and safe online experience. The Statement of Privacy set forth below applies to the use of this website and any data collection that results from such use. By using the NAHRO website you consent to the data practice described in these Terms of Use.

### *Collection of Your Personal Information*

NAHRO collects personally identifiable information such as your e-mail address, name, home or work address or telephone number. NAHRO also collects anonymous demographic information, which is not unique to you, such as your zip code, age, gender, preferences, interests and favorites. Information about your computer hardware and software is also automatically collected by NAHRO. This information can include your IP address, browser type, domain names, access times, and referring website addresses. This information is used by NAHRO for the operation of the website service, to maintain the quality of that service, and to provide general statistics regarding use of the NAHRO website.

NAHRO does not read any of your private online communications. However, please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through NAHRO public message boards or other elements of the website that are available to the public or to other NAHRO members, information so disclosed may be collected and used by others. You should also be aware that websites to which you link through the NAHRO website will have their own policies relating to privacy and you are encouraged to review the privacy statements of those websites so that you are aware of how they may collect and share your information. NAHRO is not responsible for the privacy statements or related policies of these other websites regarding collection and use of personal data.

### *Use of Your Personal Information*

NAHRO collects and uses your personal information to operate the NAHRO website and to deliver the products and services you have requested. NAHRO also may use the website to inform you of other products or services available from NAHRO or others. In addition, NAHRO may from time to time contact you via surveys to conduct research on your opinions relating to current services or new services that potentially may be offered and may also contact you on behalf of external business partners about a particular offering that may be of interest to you. Although NAHRO presently licenses agency-member mailing lists to third parties for limited periods, it does not license individual member lists. NAHRO may share data with trusted partners to help us perform statistical analyses, send you e-mail or postal mail, provide customer support or arrange for deliveries. All third parties are prohibited from using your personal information except to provide services to you or NAHRO as specifically agreed, and these parties are required to maintain the confidentiality of your information.

NAHRO will not disclose information relating to your race, nationality or ethnic background, religion, or political affiliations without your express consent.

NAHRO keeps track of the website pages and links our customers visit within the NAHRO website in order to determine what NAHRO services are the most popular. These data may be used to develop and deliver customized content and advertising within NAHRO to users whose past behavior indicates that they have interests in particular subject areas.

NAHRO will disclose your personal information, without notice, if it in good faith determines that it is required to do so by law or in the belief that such action is necessary to (a) conform to the requirements of law or comply with legal process served on NAHRO or the website; (b) protect and defend the property or rights of NAHRO; or (c) act under exigent circumstances to protect the safety of NAHRO staff, members or the public. NAHRO shall have no liability of any kind relating to disclosure of personal information made in good faith under these Terms of Use.

### *Security of Your Personal Information*

NAHRO endeavors to maintain the security of personally identifiable information from unauthorized access, use or disclosure by maintaining such information on computer servers operated in a controlled, secure environment protected through commercially reasonable measures from unauthorized access. Credit card information is protected when transferred to other websites through the use of encryption, such as Secure Socket layer (SSL) protocol.

### *Use of Cookies*

The NAHRO website uses “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or to deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a particular page. For example, if you personalize NAHRO pages or register with the NAHRO site or particular services, the cookie helps NAHRO to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the NAHRO website, the information you previously provided can be retrieved so that you can easily use the NAHRO features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able fully to experience the interactive features of the NAHRO website.

### **Copyrights and Trademarks – Intellectual Property**

All information, text, images, graphics, software and other content that makes up the NAHRO website are the property of NAHRO or third party licensors and protected by U.S. and/or international copyright laws, with all rights reserved. Except as otherwise specifically provided on this website or as otherwise authorized in writing by NAHRO, nothing within the NAHRO website shall be construed as conferring any right or license on you or other users to copy, reformat reproduce, reverse engineer, create derivative works, transmit, distribute, broadcast or publicly display the website or any of its content and any such action is prohibited. All logos, trademarks, service marks, and trade names appearing in the NAHRO website are the property of NAHRO or the respective owners of such marks or names and are protected by U.S. and/or international trademark laws. Any use of any logo, trademark, service mark, or trade name appearing in this website, without the express written consent of NAHRO or the owner of such mark or name is strictly prohibited.

Users may not attempt to modify any existing content on the NAHRO website and may contribute or add content only in portions of the website that are explicitly designated for such purposes.

Users who contribute content to the NAHRO website grant to NAHRO a non-exclusive worldwide, royalty-free license to all such contributed content. Therefore, by posting or contributing content to the NAHRO website, you are granting to NAHRO a perpetual, non-exclusive, world-wide license to use your content in connection with the operation of the website, including without limitation the rights to copy, transmit, distribute, reproduce, reformat or edit, or derive other works using, the digital or non-digital content you contribute.

In posting content on the NAHRO website, you represent and warrant that you have all right title and interest in the posted content or alternatively, that you have any and all consents, releases, clearances, authorizations, or licenses from any third party or parties that are necessary to fully authorize the posting of the content and any further use thereof authorized by these Terms of Use, without royalty or other liability to NAHRO. Except for certain personal information that may be protected from disclosure as elsewhere provided in these Terms of Use, NAHRO does not solicit or entertain contributions to the NAHRO website of any content that is considered

proprietary or confidential. You agree that any content you contribute to the NAHRO website will therefore not be regarded as proprietary or confidential.

## **Complaints**

NAHRO welcomes your comments regarding the provisions of these Terms of Use relating to your personal information, the protection of intellectual property rights, the use of this website by others, or any other matter relating to the design, content, and operation of the website. If you believe that any provision of these Terms of Use has been violated, please contact us at [jrathod@nahro.org](mailto:jrathod@nahro.org), NAHRO will act in good faith to address your concerns in a prompt, reasonable manner; however, NAHRO does not and cannot give assurance that your complaint will be resolved to your satisfaction.

## **Indemnity**

You agree to indemnify and hold harmless NAHRO, its officers, members of the Board of Governors, staff and affiliates against any and all loss or damages (including without limitation reasonable attorneys fees) arising in connection with any claim, suit, action or demand by a third party relating to your violation of these Terms of Use or your contribution to or use of the website or its content. Your obligation to indemnify shall exist in addition to and notwithstanding any action taken by NAHRO to terminate your right of use or access to the NAHRO website as a result of your violation of these Terms of Use.

## **Miscellaneous Terms**

### *Modifications*

NAHRO reserves the right, in its sole discretion to change these Terms of Use at any time and from time to time. Changes will be posted in advance of, or contemporaneously with, their effectiveness. You are responsible for regularly reviewing these Terms of Use, and your continued use of the NAHRO website following the posting of any change to the Terms of Use will constitute your assent to the change.

### *Governing Law and Venue*

These Terms of use are governed by the laws of the District of Columbia, without regard to any choice of law rule that may cause the laws of another jurisdiction to apply. You agree that the courts of the District of Columbia and the Federal District Court for the District of Columbia shall be the sole and exclusive jurisdiction and venue for judicial resolution of any dispute arising in connection with the content or operation of this website or your use thereof.

### *No Waiver*

Failure of NAHRO to enforce compliance with these Terms of Use in any instance shall not operate as a waiver of the right to enforce future compliance.

*Entire Agreement*

These terms of Use constitute the entire agreement between users of the website and NAHRO with respect to the subject matter hereof and there exist no prior or contemporaneous oral or written agreements with respect to such subject matter outside of these Terms of Use. If any court shall rule that one or more provisions of these Terms of Use are invalid or unenforceable, the remainder of the terms shall remain in full force and effect.