



## Website Terms of Use

*Adopted by the NSPA Board of Directors on November 12, 2013. Amended December 10, 2014.*

Welcome to the National Scholarship Providers Association ("NSPA") website at [www.scholarshipproviders.org](http://www.scholarshipproviders.org) (the "Site"). These Terms of Use ("Terms ") set forth the terms and conditions under which you are authorized to use the Site, and also address certain terms applicable to use of a mobile application ("Application") made available by NSPA to conference attendees even though such Application is owned or managed by third parties. These Terms apply only to your use of the Site and the features and functionality on the Site, and to certain features of the Application, but they do not apply specifically to other aspects of NSPA membership. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE OR APPLICATION.

This Site is owned and operated by NSPA, and the Application may be owned or operated by third parties. "You" or "user" are the person or entity using the Site or Application. Our Site or Application features a wide array of content, including but not limited to information, NSPA member lists, and more (collectively "Content") provided by NSPA, our members or others. To the extent new Content, services, or features are added to the Site or Application in the future, the use thereof is subject to these Terms. If any different Terms are posted within the Application, those Terms will take precedence over these Terms to the extent there is any conflict between the two.

By using this Site or Application, you agree to these Terms including but not limited to disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Colorado law. If you do not agree to these Terms, you do not have permission to use the Site or Application. To the extent rules or guidelines affecting your use of the Site or Application are found on other pages, those rules and guidelines are hereby incorporated by reference into these Terms.

### PRIVACY POLICY

Our Privacy Policy describes the information we collect when you and others use this Site or Application, as well as how we use the information, and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms. By agreeing to these Terms, you are also consenting to our use of your personal information in accordance with our Privacy Policy.

### MODIFICATIONS TO THESE TERMS

NSPA reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms (including our Privacy Policy) at any time. You are

encouraged to check this page regularly for changes to the Terms. Any changes will become effective immediately upon being posted at this page, without further notice to you (however, we will send email notification of material changes to NSPA members for whom we have a valid email address). Your continued use of the Site or Application after such modifications are posted constitutes your acknowledgement and acceptance of such modifications. Except as provided in this paragraph, or except in a written agreement signed by an authorized representative of NSPA, these Terms may not be amended.

#### SITE INTERRUPTIONS AND CHANGES

NSPA reserves the right to modify or discontinue any portion of the Site or Application at any time, with or without notice to you. NSPA will not be liable if it should exercise this right. You acknowledge and accept that NSPA does not guarantee that operation of the Site or Application will not be uninterrupted or error free, and that usage of our Site or Application may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### INTELLECTUAL PROPERTY OWNERSHIP

All Content on this Site or Application, including the design, text, graphics, interfaces, and the selection and arrangements thereof is copyright NSPA, its members, or its licensors, with all rights reserved, and is protected by the intellectual property rights of those owners. Based on the presence of this notice of copyright ownership, any infringement of the protected Content of this Site or Application will be deemed by NSPA to be an intentional infringement. All trademarks displayed on the Site or Application are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the web sites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with NSPA.

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#### USE OF THE SITE, APPLICATION, AND CONTENT

NSPA members are permitted to access and use the Site and its Content in connection with their business as scholarship providers, and to download, reproduce, and distribute within their organizations, any Content available on this Site (unless otherwise noted on the applicable Content). If you are not a member of the NSPA, you may access, download, and otherwise use the Content solely for

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NSPA will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any Content uploaded to or made available through the Site or Application, as well as terminate access to the Site or Application if we have reason to believe that you have engaged in copyright or other intellectual property infringement. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. To report infringement on our Site or Application, please see the Content Complaints section below.

#### SITE FEATURES AND MEMBERS-ONLY SECTIONS

You may choose to apply for NSPA membership on our Site by completing the online form (or if you prefer, you may print the form and mail a hard copy to NSPA). Once accepted as a new member by the NSPA, you will be notified and asked to pay the applicable fees. NSPA members who log into our Site with their NSPA user ID and password are able to access members-only sections of the Site. Members will receive the NSPA email newsletter and other information specifically for members. Please notify us at [Info@scholarshipproviders.org](mailto:Info@scholarshipproviders.org) if you have any problems accessing the members-only sections of the Site, receiving the newsletter, or otherwise. If you wish to stop receiving this newsletter or other emails from NSPA or our members, please let us know by e-mailing [Info@scholarshipproviders.org](mailto:Info@scholarshipproviders.org) or writing to us at the address below. Please provide us with your exact name and e-mail address.

By accessing the Membership Directory contained in the Member section of the Site, you agree that you will only use the contact and other information of NSPA members for purposes directly related to your membership in NSPA. You agree (i) all non-public information contained in the Membership Directory is the confidential information of NSPA and each individual NSPA member whose contact or other information is contained therein, (ii) not to disclose or otherwise release any such information to any third party, and (iii) not to sell or rent any such information.

Certain NSPA members may be able to post information on our Site or use certain features of our Site (such as our Broadcast Email service) to send information to other NSPA members. If you are permitted to use any of these features, you may do so only subject to these Terms of Use and the Membership Policy, which may restrict the type of information you are permitted to send, or may have other limitations on use.

NSPA members may post jobs on the Site in our NSPA Job Bank. To post a job, please send the pertinent information to [Info@scholarshipproviders.org](mailto:Info@scholarshipproviders.org) and we will post appropriate information on the Site. Please notify us when the position has been filled, so that we can remove the posting from the Site.

You may choose to register for NSPA conferences through the Site. Please be aware that registrations are subject to the cancellation and refund policy, and other terms and conditions available on the online conference registration pages.

#### LINKS TO OTHER SITES

The Site or Application may contain links to third party sites, including, without limitation, NSPA members' web sites that are not under the control of NSPA. Accordingly, NSPA is not responsible for any content on, the availability of, or any practices of any linked site. If you access a third party site from the Site or Application, then you do so at your own risk. NSPA provides links only as a convenience and the inclusion of the link does not imply that NSPA endorses or accepts any responsibility for the content on those third party sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therefor.

#### LINKING TO OUR SITE

Unless otherwise prohibited under these Terms, you are hereby granted permission to create links to Content on the public pages (not the Members Only Sections) on the Site, provided that the link accurately describes the Content to which it links on the Site and provided that when the link is clicked, the applicable page within our Site must be displayed in full (including all trademarks and branding), without any accompanying frame, border, margin, design, branding, trademark or promotional materials not originally displayed on the page within the Site, and without any interstitial pop-ups loading before the applicable target page is accessed. NSPA reserves the right to revoke these licenses at any time, with or without cause. Under no circumstances may you "frame" the Site or any of its Content or copy portions of the Site to a server, except as part of an Internet service provider's incidental caching of pages.

#### THIRD PARTY CONTENT AND SERVICES

Our Site and Application may contain Content made available by NSPA members, other third parties who have licensed Content to NSPA, and other users of the Site

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In addition to Third Party Content, several services and functional elements on our Site or Application (including the Application software itself) are provided by third parties ("Third Party Services"). For example, we use third parties to facilitate our online sales transactions and payment processing in order to provide a more secure Internet commerce experience for our users. We may also use third parties to facilitate communications with members, or other functions of our Site or Application. Please note that all data provided to or collected by these Third Party Services will be handled in accordance with our Privacy Policy.

NSPA has no responsibility for any Third Party Content or Third Party Services, including without limitation any errors or omissions therein. Under no circumstances will NSPA be liable in any way for any Third Party Content or Third Party Services made available through this Site or Application. We make no representations or warranties as to the accuracy or reliability of any Third Party Content, Third Party Services, or with regard to any product or service provided or offered by any third party on the Site or Application. You acknowledge that any reliance on representations and warranties provided by any party other than NSPA will be at your own risk. You expressly agree to hold NSPA harmless for any claims of damage arising from any product or service provided by any third party.

NSPA reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any Third Party Content that is posted on the Site or Application. You agree that the exercise by NSPA of such discretion shall not convert or transform Third Party Content to Content owned or provided by NSPA. By uploading, posting, transmitting or otherwise making any Content available on this Site or the Application, you are granting NSPA an irrevocable, nonexclusive, royalty-free license to copy, modify, publish, distribute publicly, and prepare derivative works of such Third Party Content in any medium or format without any obligation of notice, attribution or compensation to you, and you are granting all users of the Site or Application a license to access, download, reproduce, and otherwise use such Third Party Content as provided herein with regard to all Content you have made available.

#### CONTENT POSTING REQUIREMENTS

If you post any Third Party Content to the Site or Application, you agree that you will not use the Site to transmit or make available any Content that:

- infringes any intellectual property rights, contractual rights, or other rights of any party;
- you know or have reason to know is false, misleading, fraudulent, or harmful;
- violates any laws, is abusive, harassing, violates any person's rights of privacy or publicity, is defamatory, hateful, or is otherwise objectionable;
- you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- contains any advertising or promotional materials without prior approval of NSPA.

#### COMPLAINTS ABOUT CONTENT/COPYRIGHT INFRINGEMENT

If you find Content on the Site or Application which you believe constitutes copyright infringement please provide us written notice including the following information, in accordance with the Digital Millennium Copyright Act ("DMCA"):

- your name, address, telephone number, and email address, and if you are acting on behalf of the copyright owner, the name of the owner;
- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- a detailed description of the copyrighted work that you claim has been infringed;
- if your claim is based on a registered work, the copyright registration number, and the date of issuance of the registration;
- a description of the infringing material and the URL where such material is located on the Site or Application, or a description of where on our Site or Application you found such material;
- your written statement that you believe, in good faith, that the use of the work on our Site or Application has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- a statement that all of the information you have provided is true.

Please send your notice of alleged infringement (or any other complaints about Content on our Site or Application, whether related to infringement or other violations of these Terms) by completing the "Contact Us" form on our Site, by emailing us at [Info@scholarshipproviders.org](mailto:Info@scholarshipproviders.org), by sending a fax to (303)443-5098 or by sending a letter to NSPA, attn: Copyright Agent, 2222 14th St., Boulder, CO 80302.

#### INDEMNITY

You agree to indemnify, defend and hold NSPA and its affiliates, officers, directors, members, agents, and employees harmless from any claim or demand, including reasonable attorneys fees and costs, arising out of any Content you post or make



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#### DISCLAIMER OF WARRANTIES

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#### LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES, WILL ANY OF THE NSPA PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THIS SITE, THE APPLICATION, OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH THIS SITE OR APPLICATION, OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY OR FOR FAILURE TO MEET ANY DUTY INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT) OR ANY OTHER INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT

ARISE OUT OF OR ARE RELATED TO THE SITE, THE APPLICATION, OR RELATED INFORMATION, OR TO ANY BREACH OF THESE TERMS, EVEN IF NSPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE NSPA PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED DOLLARS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### ASSUMPTION OF RISKS

You assume all risks that the Site, the Application, and related information are suitable or accurate for your needs. Any information downloaded or otherwise obtained through the Site or Application is at your own discretion and risk and you are solely responsible for any damage to your computer or loss of data, or any consequences of your reliance on any Content or services available on or through the Site or Application.

#### YOUR COVENANTS, REPRESENTATIONS AND WARRANTIES

You covenant, represent and warrant for the benefit of NSPA, NSPA's members, sponsors, suppliers, and any third parties mentioned on the Site or Application, in addition to other covenants, representations, warranties and obligations contained herein, that:

- you possess the legal right and ability to enter into and make the covenants, representations and warranties contained in these Terms, you are of legal age to enter into a binding contract, and that you are not a person barred from visiting the Site or Application under the laws of the United States or other country;
- all information submitted by you to the Site, the Application, or directly to NSPA is true and accurate;
- you will keep your registration information current;
- the username and password are personal to you and you are not authorized to allow any other person to use the username or password issued to you;



- you will be responsible for all use of the username and password issued to you, even if such use was conducted without your authority or permission;
- you covenant and agree not to copy or reproduce any content from the Site or Application and acknowledge that such action will constitute theft and will infringe the copyright of NSPA content providers;
- you will not use the Site or Application for any purpose that is unlawful or prohibited by these Terms; and
- If you access the member sections of the Site or Application, you represent that your organization is a member of the NSPA and that you are accessing these sections with permission of your organization.

#### FEEDBACK TO NSPA

NSPA welcomes your feedback regarding this Site or Application. All feedback, ideas, questions, proposed features or the like regarding the Site or Application or the business of NSPA (collectively, "Feedback"), will be considered the confidential information of NSPA. By submitting Feedback to NSPA, you assign to NSPA free of charge, a perpetual, irrevocable, worldwide license to create derivative works, distribute, reproduce, perform display, and otherwise use, any intellectual property rights or proprietary information and ideas contained within any such Feedback, including without limitation the right to sublicense or assign any of the foregoing. NSPA will be entitled to use any Feedback you submit to it, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, without compensating you in any way. Please do not send us any information or materials for which you do not wish to grant us such rights.

#### INTERNATIONAL USAGE

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#### TERMINATION OF SITE ACCESS OR NSPA MEMBERSHIP

In the event that you violate (or we have reason to believe you may have violated) any provision of these Terms, you agree that NSPA has the right to immediately and without prior notice, terminate or cancel (i) your membership in NSPA, and/or

(ii) terminate, cancel or block your access and use of the Site or Application if such action is desired by NSPA in its sole discretion.

#### EXCLUSIVE JURISDICTION

These Terms shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. Any disputes arising under or related in any way to these Terms, the Site or any application at the election of NSPA shall be litigated or otherwise heard in the appropriate forum in Denver, Colorado. The parties hereto hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the County of Denver, Colorado, and hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Colorado law.

#### AMENDMENTS

You agree that NSPA may amend or modify these Terms or impose new conditions at any time by updating these Terms on the Site or upon notice from NSPA to you as published through the Site or by email. Any use of the Site, the Application, or any order placed by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your registration, if any, and refrain from using the Site or Application after that date. No other amendments will be valid unless they are in writing and signed by NSPA and by you.

#### NOTICES

Except as expressly stated otherwise, any notices required or allowed under these Terms shall be given to NSPA by postal mail to: National Scholarship Providers Association, 2222 14th Street, Boulder, CO 80302, or as to a successor address that NSPA makes available on the Site or through other reasonable manner. If applicable law requires that NSPA accepts email notices (but not otherwise), then you may send NSPA email notice using the 'Contact NSPA' Form. With respect to NSPA's notices to you, NSPA may provide notice of amendments by posting them in the Site and you agree to check the Site for changes. In addition, or in lieu thereof, NSPA may give notice by sending email to the email address you provide during registration. Notice shall be deemed given 24 hours after it is posted or an email is sent, unless (as to email) the sending party is notified that the email address is invalid.

#### ADDITIONAL TERMS

These Terms, as they may be amended from time to time, and any other terms or policies posted on this page and applicable to certain functionality or features on the Site or Application (e.g. conference registration terms or membership policies) constitute the entire agreement between you and NSPA with regard to your use of

the Site or Application. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. NSPA's failure to act with respect to a breach by you or others does not waive NSPA's right to act with respect to subsequent or similar breaches. You agree that any claim or cause of action arising out of or related to use of the Site or Application or relating to these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

#### CONTACT INFORMATION

NSPA's primary postal address is:  
2222 14th Street  
Boulder, CO 80302

We can be reached via e-mail at: [Info@scholarshipproviders.org](mailto:Info@scholarshipproviders.org)

We can also be reached by telephone at: 303-442-2524

EFFECTIVE DATE: This version of the ScholarshipProviders.org Terms is effective as of December 10, 2014.