The following terms apply to your use of our web sites ("Sites"). **Your use of our Sites indicate your agreement to be bound by these Terms of Use.** NASBA reserves the right to change or update these Terms of Use at any time and you agree to be bound by the modified terms. We ask that you visit these Terms and Use periodically to review the current terms and information.

*These Terms of Use are effective as of June 3, 2014*

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NASBA specifically prohibits use of our Sites, and all users agree not to use our Sites, for any of the following:
- Using any device, software or routine to interfere or attempt to interfere with the proper working of our Sites or any activity being conducted on our Sites.
- If you have a password, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.
- Aggregating, copying or duplicating in any manner any of the Material or Content available from our Sites.

**Registration**
To gain access to the services offered through some of our Sites, you must register with us online. You may also be asked to provide us with a method of payment if you are using our subscription services. Please review our Privacy Policy for more information on our security measures to protect your personal information provided to us.

**Responsibilities of the User**
You, the user of our Sites, are responsible for the information that you enter into the system. Your password is also your responsibility and it is important that you keep your password confidential at all times. If you should lose or forget it, please notify us immediately.

**Refund Policy**
Regarding NASBA Sites that accept payment from you, please note that refunds will not be given. Exceptions may apply only in the case of technical complications caused by NASBA.

**Termination of Use**
We reserve the right to cancel or discontinue service to anyone.
**Limitation of Liability**

NASBA makes no representation of any kind regarding our sites, content or any portion thereof, which are provided on an "as is" and "as available" basis, with all faults. The material and content of our sites may contain inaccuracies or typographical errors. NASBA makes no representations about the accuracy, reliability, completeness, or timeliness of the material or content. The use of our sites, the material and content is at your own risk. Changes are periodically made to our sites and may be made at any time. NASBA 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, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

In no event shall NASBA be liable for any indirect, incidental, special, punitive, exemplary, increased or consequential damages, loss of profits, data, goodwill or use, incurred by you or any third party, whether in an action in contract or tort (including negligence and strict liability), arising from your access to or inability to access, or use of, our sites, even if NASBA has been advised of the possibility of such damages. As some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, NASBA's liability is limited to the greatest extent permitted by law. NASBA's total aggregate liability for all claims arising out of or relating to our sites and the content shall be limited to actual direct damages that can be proven up to the greater of one thousand dollars ($1,000.00) or the amount of any fees paid by you to NASBA for use of our sites.

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The material contained on our sites has been prepared by NASBA as a service to its users and is not intended to constitute legal advice. The company has used reasonable efforts in collecting, preparing, and providing quality information, but does not warrant or guarantee the accuracy, completeness, adequacy or currency of the information contained in or linked to our sites. Users of information from our sites, including e-mail messages and links, do so at their own risk.

**Limitation on Actions Brought Against NASBA**

You agree that any claim or cause of action arising out of your use of our sites or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by NASBA to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

**Indemnification**

You agree to indemnify and hold harmless NASBA, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of our sites or your breach of these Terms of Use. NASBA shall provide notice to you promptly of any such claim, suit or proceeding.
Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") http://lcweb.loc.gov/copyright/, NASBA has designated an agent to receive notifications of alleged copyright infringement associated with our Sites. NASBA will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify NASBA through the address set forth at the end of this page. When notifying NASBA of the alleged copyright infringement, please include all of the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
2. Identification of the copyrighted work alleged to have been infringed;
3. A description of the material that is claimed to be infringing and information sufficient to locate the material on this Site;
4. Information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
5. A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If material is believed in good faith by NASBA to infringe a copyright or otherwise violate any intellectual property rights, NASBA will remove or disable access to any such material.

Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of our Sites requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in the City of Nashville, Tennessee, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF OUR SITES REQUIRE THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS’ DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Tennessee or to any Federal Court located within the State of Tennessee for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Nashville, Tennessee.
Severability
To the maximum extent possible, these Terms of Use shall be interpreted in such a manner as to be valid and enforceable under applicable law. If any provision hereunder is held to be invalid or unenforceable under applicable law, such provision shall be deemed modified so as to be rendered valid and enforceable while implementing, to the greatest extent possible, the original intent of such provision. If such reformation is not possible or permitted, the invalidity or unenforceability of such a provision shall not otherwise impact the validity or enforceability of the remaining provisions hereunder.

Acceptance of Terms of Use
By agreeing to these Terms of Use, you are agreeing to all terms included herein and also to any modifications made subsequently to these Terms of Use. You acknowledge (a) that you have read and understood these Terms of Use and (b) that these Terms of Use have the same force and effect as a signed agreement.

Modifications to Terms of Use and Site
NASBA may change these Terms of Use from time to time. Please review these Terms of Use periodically for any updates or changes. Your continued use of our Sites following the posting of any updates or changes to these Terms of Use constitutes your acceptance of such changes. If you object to any provision of these Terms of Use or any subsequent modifications to these Terms of Use, your exclusive recourse is to immediately terminate use of our Sites.

NASBA also reserves the right to modify or terminate your access to our Sites (or portions of any Site) at any time, temporarily or permanently, with or without notice to you. NASBA may also impose limits on certain features, certain services or all of our Sites without notice or liability. You acknowledge and agree that NASBA will not be liable to you or any third party in the event that NASBA exercises its right to modify or terminate access to our Sites or portions of any Site.
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