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- Creating a false identity for the purpose of misleading others, or publishing, posting, uploading, distributing or disseminating any inappropriate, profane, obscene, indecent or unlawful topic, name, material or information.

- 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.

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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. You may not use the account, user name or password of any other individual or company at any time without the express written permission and consent of the holder of the account, user name or password. NASBA will not be liable for any loss or damage arising from your failure to comply with this section.

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SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

FURTHERMORE, NASBA IS NOT CONSIDERED TO BE (1) A LICENSING JURISDICTION, REGULATOR, LICENSING AUTHORITY, CERTIFYING ORGANIZATION OR THE LIKE WITH AUTHORITY TO GOVERN, ADVISE, OR MAKE ANY OFFICIAL DECISIONS OF ANY NATURE REGARDING ANY OFFICIAL RULES CONCERNING LICENSING; (2) AN ENTITY AUTHORIZED BY ANY LICENSING JURISDICTION, LICENSING AUTHORITY, CERTIFYING ORGANIZATION OR THE LIKE TO MAINTAIN OFFICIAL RECORDS REGARDING LICENSURE OTHER THAN PROVIDED THROUGH CERTAIN NASBA SERVICES; OR (3) AN AUTHORITY PROVIDING LEGAL ADVICE ON ANY MATTER REGARDING LICENSURE, AND NASBA SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS OR INDECISIONS, FOR WHATEVER REASON MADE, MADE BY ANY USER OF OUR SITES.

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.

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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.

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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.

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Dispute Resolution

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You agree that any such 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 of Use, 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.

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 and each party hereby irrevocably and unconditionally waives any defense related to personal jurisdiction, process or venue.

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.

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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.

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