

# Terms of Use Agreement

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*These Terms of Use are effective as of June 20, 2014.*

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## **Specific Prohibitions on Use**

This Site may be used only for lawful purposes by individuals required by the Board to report their CPE using this tool or by those voluntarily using this tool.

## **Registration**

To gain access to the services offered on the CPETracking site, you must login and provide a valid email address. 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 this Site, 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.

## **Termination of Use**

We reserve the right to cancel or discontinue service to anyone we believe to be violating the law or who is harmful to our interests or to the interests of others using the Site.

## **Limitation of Liability**

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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 CREDENTIALNET 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 THE SITE.

THE MATERIAL CONTAINED ON THIS SITE HAS BEEN PREPARED BY NASBA AS A SERVICE TO ITS USERS AND THE STATE BOARD OF ACCOUNTANCY 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 OR REPORTED FROM THIS SITE. USERS OF INFORMATION FROM THIS SITE, 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 this Site 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 this Site 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 this Site. 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 our copyright agent at [cpetracking@nasba.org](mailto:cpetracking@nasba.org). When notifying NASBA of the alleged copyright infringement, please include all of the following information:

- a. 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;

- b. Identification of the copyrighted work alleged to have been infringed;
- c. A description of the material that is claimed to be infringing and information sufficient to locate the material on this Site;
- d. Information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- e. 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
- f. 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 this Site 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 THIS SITE REQUIRES 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 this Site 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 this Site.

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