

## **TERMS OF USE**

*These Terms of Use are effective as of January 1, 2021.*

The following terms apply to your use of our web sites ("Sites") and form a legal agreement between you and the National Association of State Boards of Accountancy ("NASBA") governing your use of the Sites. 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 of Use periodically to review the current terms and information. **READ THESE TERMS CAREFULLY BEFORE BROWSING THESE SITES. USING THESE SITES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS.** YOU MAY NOT USE THESE SITES IF YOU DO NOT AGREE TO THESE TERMS. IF YOU ARE ACCESSING OUR SITES FROM A JURISDICTION OUTSIDE THE UNITED STATES, ADDITIONAL TERMS AND CONDITIONS MAY APPLY, AS SET FORTH IN ANY INFORMED CONSENT YOU AGREE TO WITH NASBA.

THESE TERMS OF USE CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS TO RESOLVE A DISPUTE WITH US, AS WELL AS DISCLAIMERS OF WARRANTIES, AND DISCLAIMERS OF LIABILITY.

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The Sites are available worldwide to anyone with Internet access. However, the Sites may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. The Content is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations.

### **Specific Prohibitions on Use**

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.
- Using any robot, scraper, spider, crawler, indexing agent or other automatic or manual device or process, except for a generally available search engine.
- Using any NASBA name, service mark, or trademark without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text, or remove any copyright notice or trademark legend, attribution or other notice placed on or contained within any of the Content.

- Using any material or information, including images or photographs, which are made available through the Sites in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party.
- Uploading files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- 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.

Our Sites are not intended for and may not be used by individuals under the age of 13. By using the Sites, you agree that you are over the age of 18.

### **Registration**

To gain access to the services offered through some of our Sites, you must sign an informed consent and register with us online. You may also be asked to provide us with a method of payment if you are using certain services. You may be asked to provide your email address if you are using certain services. If you provide your email address to NASBA, you consent to the receipt of emails from NASBA. 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. You are responsible for using a secure password. You must always keep your password confidential. If you should lose 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. For so long as you use the Sites you agree to provide accurate, true, and correct information, including by logging in and making changes to your account to update information as needed. You agree to comply with all applicable domestic and foreign laws regarding your use of our Sites. NASBA reserves the right to report instances of suspected non-compliance by you or others to the relevant authorities, including reporting your personal data to the relevant authorities as necessary to comply with relevant laws and data privacy best practices.

### **Refund Policy**

Regarding NASBA Sites that accept payment from you, please note that refunds will not be given. Exceptions may be granted on a case by case basis as determined by NASBA.

### **Modifying Site; Termination of Use**

We reserve the right to modify, cancel or discontinue service or access to the Sites to anyone, at any time, for any reason. 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 we exercise our right to modify, cancel or discontinue the Sites or services. You agree that if you object to any modifications to the Sites, your only recourse is to discontinue use of the Sites.

## **Export Compliance**

NASBA and you will comply with all relevant United States export control laws and regulations. Without limiting the foregoing, (a) you acknowledge that the Sites may be subject to the United States Export Administration Regulations; (b) you affirm that you are not, and you will not access or use the Sites in a United States embargoed country and (c) you are not on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists, or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list, and (d) you are responsible for complying with all applicable foreign and U.S. laws and regulations regarding import, export, access, or use of the Site.

## **No Warranties; 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, IMPLIED, OR STATUTORY, 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. NASBA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (A) REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION, SERVICES OR MATERIALS FROM THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE; (B) THAT THE SITES WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THAT THE CONTENT AND MATERIALS MADE AVAILABLE THROUGH THE SITES WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; OR (D) THAT DEFECTS, IF ANY, WILL BE CORRECTED. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

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 HUNDRED DOLLARS (\$100.00) OR THE AMOUNT OF ANY FEES PAID BY YOU TO NASBA FOR USE OF OUR SITES DURING THE PAST TWELVE (12) MONTHS.

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.

### **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, EXCEPT FOR CLAIMS BY NASBA THAT YOU HAVE VIOLATED OR THREATENED TO VIOLATE NASBA'S INTELLECTUAL PROPERTY RIGHTS. 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.

For all disputes, you agree to first give NASBA the opportunity to resolve the issue, by contacting NASBA with your name, address, and a written description of your claim. You must then provide NASBA with 60 business days to resolve the issue before resorting to arbitration.

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.

In no event will the arbitration be commenced as a class arbitration. Under no circumstances will class action procedures or rules apply to the arbitration. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims unless both you and NASBA specifically agree to do so following initiation of the arbitration.

## **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.

## **General**

NASBA may assign its rights and duties under these Terms of Use without notice to you. You may not assign these Terms of Use without the prior written consent of the NASBA. NASBA's failure to act with respect to a breach by any visitor using the Sites does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms of Use will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. These Terms of Use and the [Privacy Policy](#) as posted from time to time by NASBA on the Sites, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms of Use and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

## **Additional Terms and Conditions Specific to Use of CPAverify.org**

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