

Website Terms of Use

The National Association for Music Education

Welcome to the website (the “Site”) of The National Association for Music Education, Inc. (“NAfME” “we” or “us”). This Terms of Use page describes the terms upon which you may access and use our Site. In consideration of your use of the Site, you agree to NAfME’s Privacy Policy and the following Terms of Use. Additionally, by visiting our Site, you affirm that you have read and accept all of the following Terms of Use. We may change or update this Terms of Use Page without notice, so we encourage you to review it periodically.

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time [in our sole discretion for any or no reason, including] if, in our opinion, you have violated any provision of these Terms of Use.

1. Access to Site from Outside the U.S and Consent to Transfers to U.S. of Personal Information for Other Countries.

The owner of the Website is based in the Commonwealth of Virginia in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The servers NAfME uses to collect and store information reside in the United States. Thus, by voluntarily providing information through the Site or other medium, you consent to the transfer of your information, including personal information to the United States.

2. Ownership of Copyrights, Trademarks and Other Intellectual Property. You acknowledge that NAfME owns the copyright and all other intellectual property rights to this Site and all content, materials and information provided on this Site unless otherwise expressly indicated. All content on this Site is protected by U.S. and international copyright, trademark and other laws. All rights are reserved by NAfME, and you agree not to copy, reproduce, download, disseminate, publish, or transfer content in any form or by any means, except with our prior written permission, or as permitted by us in a separate written agreement. Any unauthorized use is strictly prohibited.

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3. Rules for all Users. When accessing or using this Site or posting comments to our blog, discussion boards, or other online forums you agree to the following rules/restrictions and acknowledge

that a violation of any of them constitutes grounds for immediate termination of your access to our blog discussion boards, or other online forums without further notice, in our sole discretion:

a. You will not engage in fraudulent activity of any kind, including by forging information, impersonating other people, contributing information which you know to be false, misleading, inaccurate or incomplete, or misrepresenting your affiliation with any person or entity.

b. You will not use the Site in any manner that may be considered objectionable, such as by using the Site to upload, post, display, or otherwise transmit any content that is false, unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous, criminal or invasive of another's privacy.

c. You will not violate or attempt to violate the security of the Site, use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Violations of this sort will be prosecuted to the fullest extent of state and federal laws.

d. You will not launch any automated system, including without limitation, "robots," "spiders," "offline readers," or other mechanisms, that access the Site in a manner that sends more request messages to our servers in a given period of time than can reasonably be produced by an individual in the same period using a conventional on-line web browser.

e. You will comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and will not use the Site for unlawful purposes.

f. You will not post, upload, email, link to, or otherwise transmit any content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt, destroy or limit the functionality of the Site or impair others' ability to enjoy the Site, or the proper functioning of any software or hardware or equipment or materials used in connection with the Site.

g. You will not infringe, misappropriate, or otherwise violate any existing local, national or international copyright, trademark, service mark, trade name, patent, right of publicity or privacy, or other intellectual property or proprietary rights of any person or entity whatsoever.

h. You will not give your password to anyone, use the Site as the agent of a third party, or allow any third party to use your account. If any security breach or unauthorized use of your account occurs, you will notify NAFME immediately in writing or via email. You are solely responsible for maintaining the confidentiality of your username and password and are responsible for any unauthorized use.

i. You will use the Site solely for your personal, noncommercial use.

4. **Submissions.** We have the right to remove or refuse to post any submissions for any reason or no reason in our sole discretion. We also have the right to take any action with respect to any submission that we deem necessary or appropriate in our sole discretion, including if we believe that such submission violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, or could create liability for the NAFME. In our sole discretion, we may disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

By submitting any content or other information to the Site for publication on the Site or elsewhere by NAFME, you also agree to the following terms. You shall be solely responsible for your submission of

content to the Site and the consequences of posting or publishing it. You understand that whether or not such content is published, NAFME does not guarantee any confidentiality with respect to any submissions. In connection with any and all content that you submit, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize NAFME to use and allow others to use such content in the manner contemplated by these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the content to use his/her name or likeness to enable inclusion on the Site. While you retain all of your ownership rights in the content that you submit, by submitting such content to the Site, you hereby grant NAFME a worldwide, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, modify, prepare derivative works of, display, and perform the content that you submit, in connection with the Site and NAFME's mission, including without limitation for promoting and redistributing part or all of the content (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Site a non-exclusive license to access and view content submitted by you as permitted through the functionality of the Site and under these Terms of Use.

NAFME is not obligated to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

5. **Privacy.** Please see our [Privacy Policy](#) for further details concerning our website privacy practices.

6. **No Effect on Agreements.** The information provided on the Site is for general informational purposes only, and nothing on our Site shall be construed to add or modify terms to any existing or future agreements with NAFME.

7. **Other Websites.** In addition, solely as a courtesy to you, we may provide links to other websites and resources at certain places on our Site; we do not endorse, approve, certify or control websites that are not programs of NAFME. Because we do not have any control over such sites, you acknowledge and agree that we are not responsible for the content of the sites or the availability, accuracy, completeness, efficacy, or timeliness of information contained on those sites. Use of those sites or any information obtained from those sites is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness.

8. **Disclaimer of Warranty.** While we make every effort to present accurate and reliable information on our Site, we do not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of such information. In addition, we have no duty to update the information contained on our Site, and we are not liable to you for outdated or incorrect information contained herein. Moreover, we reserve the right at any time to modify, suspend or discontinue the Site, or any part thereof, with or without notice, and we are not liable to you or any third party for any modification, suspension or interruption in services. All products and services on our Site are subject to availability. **THIS SITE IS PROVIDED ON AN "AS IS" BASIS, AND NO GUARANTEES OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, INFORMATIONAL CONTENT, ACCURACY, OR SYSTEM INTEGRATION, ARE MADE WITH RESPECT TO THIS SITE. WE DO NOT GUARANTEE**

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9. **Limitation of Liability.** IN NO EVENT SHALL NAFME BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE OR LOSS OF USE, ARISING OUT OF YOUR USE OF THIS SITE, EVEN IF NAFME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Indemnification.** You agree to indemnify and hold harmless NAFME, its officers, directors, agents and employees from any claims, losses, liability costs and expenses (including, but not limited to attorneys' fees) arising from your violation of these Terms of Use, state or federal laws or regulations or any third party rights, including, but not limited to, claims of copyright infringement, defamation, harassment, invasion of privacy or fraud.

11. **Term & Termination.** These Terms are effective upon your accessing the Site and shall continue in full force until terminated. In its sole discretion and without notice, and at any time and for any reason, NAFME reserves the right to: (a) cancel your user account; (b) terminate or suspend your access to any restricted portion of the Site; and/or (c) remove or disable your access to any restricted portion of the Site. Upon termination or suspension, your username and password will be immediately deactivated, and you will no longer have access to the relevant portions of the Site.

12. **Governing Law/Jurisdiction/Waiver of Jury Trial/Arbitration.** Any dispute with respect to our Site shall be governed by the laws of the Commonwealth of Virginia, excluding its conflicts of laws rules. Except as set forth below with respect to arbitration, all visitors to our Site submit to the exclusive jurisdiction of the state and/or federal courts of the Commonwealth of Virginia. Either party may enforce a judgment rendered by such court in any court of competent jurisdiction, and NAFME may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. **ALL PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM THE USE OF THE SITE.**

Disputes arising from the use of the Site and these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, shall be settled by binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association applying Virginia law, except that claims for equitable relief shall exclusively be resolved in a state or federal court within the Commonwealth of Virginia.

13. **Notices.** In our discretion, we may provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices generally on our Site.

14. **Making Donations to NAFME.** We can only accept donations from individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, minors under the age of 18 cannot make donations without the prior written consent of a parent or legal guardian. By visiting this Site and/or making any donations through this Site, you represent to us that you can form legally binding contracts under applicable law, and that any and all data you have provided, or will provide, to us via this Site, such as your name, address and billing information, is complete and accurate.

15. **Entire Agreement.** The Terms of Use and] our Privacy Policy constitute the sole and entire agreement between you and NAFME with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

16. **Miscellaneous.** You will not assign or sublicense these Terms of Use or any of your rights and obligations hereunder, without the express written consent of NAFME, which may be withheld in its sole discretion. Subject to the foregoing, these Terms of Use will inure to the benefit of, and will be binding upon, the parties, their respective successors and permitted assigns. If any provision of these Terms of Use is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms of Use will not be affected. Such provision will be deemed modified to the minimum extent necessary to make the provision consistent with applicable law and, in its modified form, the provision will then be enforceable and enforced. The waiver or failure of any party to exercise rights under these Terms of Use will not be deemed a waiver or other limitation of any other right or any future right. Any waiver must be in writing and signed by the party to be charged therewith. These Terms of Use contain the entire agreement between you and NAFME regarding the use of the Site.