

# National Peace Corps Association Terms of Use Agreement

This Terms of Use Agreement (“Agreement”) governs all use of the web site (“Site”) operated by the National Peace Corps Association, a North Carolina non-profit corporation (“NPCA”). Any person accessing the Site (“You”), by accessing the Site, accepts all of the terms of this Agreement as a condition of such access. NPCA and You are collectively referred to as the parties.

**By accessing, viewing or using any part of the Site, You expressly agree and consent to be bound by all of the terms of this Agreement. If you do not agree to all of the terms of this Agreement, you do not have NPCA’s permission to access, view, use or link to any part of the Site. Any such unauthorized use violates NPCA’s rights in the Site and is prohibited.**

## 1. Site Description

a. *Ownership and License to Use.* NPCA owns the Site. Your access to the Site is licensed and does not give You any ownership rights in the Site. Subject to the terms and limitations set forth in this Agreement, NPCA grants You a personal, non-transferable and non-exclusive right to access, view, use and link to the Site.

b. *No Promise of Continuous Access.* From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs; or (iii) causes beyond the control of NPCA, whether or not foreseeable. NPCA does not promise You continuous access to the Site.

c. *Equipment.* You are solely responsible for all hardware, software, electrical and other physical requirements for your use of the Site, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Site.

d. *Linking.* You may link to the Site only by means of a hypertext link (a Hypertext Reference or “HREF”), the most fundamental hyperlink, achieved through use of a piece of text which is differentiated from regular text onscreen by a special color or formatting, such as underlining. HREF simply directs the reader from information displayed on Your site to information displayed on NPCA’s Site. Operationally, when a user clicks on a hypertext link, its browser terminates its link to Your site and establishes a new connection with NPCA’s Site, or its browser automatically opens a new window, where NPCA’s Site is displayed. A browser or window may display content from only one Site at a time, and your Site may not copy content from NPCA’s Site. The hypertext links permitted under this Section may not incorporate textual or graphical materials from NPCA’s Site and may not be used to engage in unfair trade practices, such as passing off, misappropriation of goods and services, false advertising or trade libel.

e. *Termination.* NPCA reserves the right, in its sole discretion, to revoke any right granted under this Agreement to You, including the right to link to the Site.

## 2. Limitations

a. *Security.* You are solely responsible for the security, confidentiality, integrity, and use of all messages and content that You transmit to the Site. Any passwords used for the Site are for individual use only. You will be responsible for the security of your password (if any). NPCA will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that NPCA considers insecure, NPCA will be entitled to require the password to be changed or terminate your account.

You are prohibited from using any services or facilities provided in connection with the Site to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, NPCA reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents, and to report your activity to law enforcement. NPCA reserves the right to investigate suspected violations of this Agreement and to take appropriate action, including legal action.

b. *Privacy.* NPCA takes the issue of privacy on the Internet very seriously. To view our Privacy Policy, click [here](#). You have no expectation of privacy with respect to this Site except as stated in our Privacy Policy.

c. *Nature of Site Content.* NPCA makes information available on this Site as a service to the public and to our clients and other friends for informational purposes only. The materials on this Site are not intended to create any relationship between NPCA and You or anyone else. Any such relationship must be expressly created between NPCA and You by means of direct, interpersonal contact between You and NPCA. You should not act (or refrain from acting) based upon information in this Site without obtaining professional advice regarding your particular facts and circumstances. NPCA makes no representation, claim or guarantee whatsoever regarding any result, outcome or effect from access to or use of the Site or otherwise.

The content on the Site ("Content") is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by NPCA. You should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of your own judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals. All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and NPCA does not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

d. *Confidentiality of Information Transmitted to NPCA.* If You send messages to NPCA (or any of its staff, employees, agents or representatives) through Internet electronic mail or through the NPCA Site, such means are not secure, and NPCA does not guarantee the confidentiality of such communications. NPCA does not agree to accept or maintain the secrecy of any unsolicited information You send to NPCA except if a client relationship currently exists between us. No such client relationship is created unilaterally by your sending to NPCA any information You consider to be confidential, or by your use of the NPCA Site. The creation of a confidential relationship is

only by means of NPCA's membership or subscription procedures. However, whether or not such a relationship is created, NPCA cannot guarantee the confidentiality of correspondence through Internet electronic mail or through the NPCA Site.

e. *Changes.* NPCA reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in its sole and absolute discretion. Changes in this Agreement will be posted on this Site. Your continued use of this Site after any changes are made shall be deemed to constitute your acceptance of the changes. Notwithstanding the foregoing, NPCA will use commercially reasonable efforts to notify clients who have submitted intake forms of any changes to these terms promptly after their posting on the Site.

f. *Hyperlinks.* This Site may be hyperlinked to other sites that are not maintained by, or related to, NPCA. Hyperlinks to such Sites are provided as a convenience to users and are not sponsored by or affiliated with this Site or NPCA. NPCA has not reviewed such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at your own risk, and NPCA makes no representations or warranties about the content, security, completeness or accuracy of these hyperlinks or the sites hyperlinked to this Site. Further, the inclusion of any hyperlink to a third-party site does not imply endorsement by NPCA of that site.

g. *Submissions.* You grant to NPCA the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to NPCA through this Site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. NPCA is not required to treat any Submission as confidential, and may use any Submission in its business (including, without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future NPCA operations. NPCA's membership and subscription forms do not fall within the definition of Submission under this paragraph and are subject to NPCA's Privacy Policy. Notwithstanding the foregoing, to the extent any Submission falls within the scope of the Privacy Policy, it shall be subject to NPCA's Privacy Policy.

h. *Disclaimer.* NPCA cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest or contain contaminating or destructive properties. You are responsible for implementing sufficient procedures and practices to satisfy your particular requirements for accuracy of data input and output, for protecting the security and integrity of your system and your data, and for maintaining a means external to this Site for the reconstruction of any lost data. NPCA does not assume any responsibility or risk for your use of the Internet in general or of the NPCA Site in particular

### **3. Copyright**

The Site, its text, visual imagery, and Site design are protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws. The contents of the Site are only for your personal, informational and noncommercial use. All materials contained on the Site

are protected by copyright and are owned or controlled by NPCA or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Site. No right to use, copy, publish, transmit or modify the copyrighted content, message or non-literal elements of the Site including, without limitation, its “look and feel” is granted to You; all such rights are reserved exclusively to NPCA.

#### **4. Prohibited Uses**

You are solely responsible for any and all of your acts and omissions that occur when using the Site, and You agree not to engage in inappropriate or unacceptable use of the Site.

You may not post, send, submit, publish, or transmit in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party;
- would constitute political campaign activity within the meaning of the Internal Revenue Code and IRS regulations and/or policies;
- consists of unsolicited messages, chain letters or unsolicited commercial email;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is abusive, vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, malicious, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone’s copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- solicits funds, advertisers or sponsors;
- includes programs that contain viruses, worms or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real time activities via this Site;
- includes MP3 format files;
- amounts to a “pyramid” or similar scheme;

- disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site;
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above;
- engages in deep-linking, in-line linking, mirroring or framing of any Content of the Site without NPCA's prior express, written permission;
- engages in systematic retrieval of data or other content from this Site or any of its Content to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from NPCA by use of scrapers or other tools,
- violates the restrictions in any robot exclusion headers on this Site or bypasses or circumvents other measures employed to prevent or limit access to this Site;
- takes any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site's infrastructure, as determined by NPCA in its sole discretion;
- uses this Site or any NPCA services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider; or
- engages in any other activity deemed by NPCA to be in conflict with the spirit or intent of these Terms of Use.

## **5. Termination**

This Agreement is effective upon your access or use of the Site and shall continue in full force until that access or use is terminated. NPCA reserves the right to monitor content and activity on this Site and any other NPCA Sites and services and to remove content, disable sites, or suspend or terminate services if NPCA, in its discretion, determines that such content or user practices are harmful, offensive, or otherwise in violation of this Agreement. NPCA reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Site; (b) suspend Your access to or use of all or any portion of the Site; and (c) terminate this Agreement.

## **6. Disclaimer of Warranties**

**The Site is provided "as is" without warranty of any kind, express or implied. Use of the Site is at Your sole risk. NPCA does not warrant that the Site, its functions or content will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components. Nor does NPCA make any warranty as to any results that may be obtained by use of the site. NPCA makes no other warranties, express or implied including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, title, or non-infringement, in relation to the Site. The materials on this Site are provided as general information only and are not promised or guaranteed to reflect the most current developments in any field. NPCA does not represent, warrant or guarantee that the materials are complete, accurate or up-to-date. NPCA is not responsible for any third party content that may be accessed through this Site and reference to third party information, products or services at this or any linked Site does not constitute an express or implied warranty or endorsement by NPCA.**

**NPCA does not warrant or make any representation regarding use, or the result of use, of the Content in terms of accuracy, reliability, or otherwise. The Content may include technical inaccuracies or typographical errors, and NPCA may make changes or improvements at any time. You, and not NPCA, assume the entire risk and cost of all necessary servicing, repair or correction in the event of any loss or damage arising from the use of this Site or its Content. NPCA makes no warranties that your use of the content will not infringe the rights of others and assumes no liability or responsibility for errors or omissions in such Content.**

#### **7. Limitation of Liability**

**Under no circumstances shall NPCA be liable to You or any other person for any indirect, incidental, consequential, special or punitive damages or other economic loss for any matter arising from or relating to this Agreement, the Site or the internet generally, including, without limitation, Your use or inability to use the Site, any changes to or inaccessibility of the Site, delay, failure, unauthorized access to or alteration of any transmission or data, any material or data sent or received or not sent or received, any transaction or agreement entered into through the Site, or any data or material from a third person accessed on or through the Site, whether such liability is asserted on the basis of contract, tort or otherwise including pain and suffering, emotional distress, or similar damages, even if NPCA has been advised of the possibility of such damages and notwithstanding that any exclusive remedy shall fail of its essential purpose or otherwise be unavailable. In no event shall NPCA's total liability to You for any direct damages whether such liability is asserted on the basis of contract, tort or otherwise exceed the total aggregate amount of \$50.00. Some states prohibit the exclusion or limitation of incidental or consequential damages, thus this limitation of liability may not apply to You. If You are dissatisfied with the Site, your sole and exclusive remedy shall be for you to discontinue use of the Site.**

#### **8. Indemnification**

You agree to indemnify, hold harmless and defend NPCA, its directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (a) Your use of the Site, including any data or work transmitted or received by You; and (b) any unacceptable use of the Site, including, without limitation, any statement, data or content made, transmitted or republished by You which is prohibited as unacceptable at Section 4.

#### **9. Trademarks**

Trademarks, service marks, and logos appearing in this Site are the property of NPCA or the party that provided the trademarks, service marks, and logos to NPCA. NPCA and any party that provided trademarks, service marks, and logos to NPCA retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this Site.

#### **10. Reservation of Rights.**

NPCA reserves the right to monitor use of this Site to determine compliance with this Agreement, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, You remain solely responsible for the content of your Submissions. You acknowledge and agree

that neither NPCA nor any third party that provides Content to NPCA will assume or have any liability for any action or inaction by NPCA or such third party with respect to any Submission.

NPCA reserves the right to refer suspected illegal activity or violations of this Agreement to law enforcement, and to fully cooperate with any law enforcement authorities or court order requesting or directing NPCA to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. **By accepting this agreement You waive and hold harmless NPCA from any claims resulting from any action taken by NPCA during or as a result of its investigations and from any actions taken as a consequence of investigations by either NPCA or law enforcement authorities.**

## **11. Digital Millennium Copyright Act**

You agree not to upload or transmit any communications or content of any type that infringes or violates any rights of any party. It is NPCA's policy not to permit materials known by NPCA to be infringing to remain on the Site. NPCA has made every effort to secure appropriate clearances for all proprietary intellectual properties used on this Site. If you believe any material in this Site is infringing, please contact us immediately. Pursuant to the Digital Millennium Copyright Act, DMCA, we have registered an agent to receive copyright claims ("Designated Agent").

You may notify us of alleged intellectual property rights infringement by contacting our Designated Agent at:

MANAGER OF ONLINE INITIATIVES  
NATIONAL PEACE CORPS ASSOCIATION  
1900 L Street, N.W.  
Suite 610  
Washington, DC 20036]  
202-293-7728  
[pcc@peacecorpsconnect.org](mailto:pcc@peacecorpsconnect.org)

Please be aware that, in order to be effective, Your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending Your claim.

Upon receipt of notice of claimed infringement, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

## **12. Opt-out Rights**

You may be contacted by NPCA by email or other forms of direct mail or telemarketing. However, You may "opt-out" of receiving such communications by sending an email to NPCA and electing "No Direct Mail" and "No Telemarketing" options. If You notify NPCA that you do not want any notices of enhanced services or offerings from NPCA, NPCA will remove You from the lists used by NPCA for email, direct mail or telephone solicitations.

### 13. Miscellaneous

a. *Independent Contractors.* The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced if and only to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. *Notice.* Except as provided in Section 11 above regarding notices under the DMCA, all notices shall be in writing and shall be deemed to be delivered when sent by e-mail to either parties' last known e-mail address. You hereby consent to notice by email. Notwithstanding the foregoing, you may remove your name and email address from any correspondence sent by NPCA by notifying NPCA in writing that you are opting out of any future correspondence from NPCA. All email addresses obtained by NPCA through this Site will be treated strictly in accordance with the NPCA's Privacy Policy.

e. *Law.* This Agreement is made in and shall be governed by the laws of the District of Columbia without reference either to its choice of law provisions or its Arbitration statute or other dispute resolution provisions, and the U.S. Arbitration Act, 9 U.S.C. §§ 1 et seq.

f. *Binding Arbitration.* Any and all disputes between the parties arising out of or otherwise relating to this Agreement and its implementation will be settled solely and exclusively by arbitration using a single arbitrator in the District of Columbia, United States of America, pursuant to the J.A.M.S/ENDISPUTE's Streamlined Arbitration Rules and Procedures then in effect (the "Rules"). If the parties cannot agree on an arbitrator, one shall be selected in accordance with the Rules. The arbitrator has no authority to entertain any class action in connection with this Agreement or the arbitration authorized by this section. Any decision rendered shall be final and conclusive upon both parties and a judgment thereon may be enforced in any court having jurisdiction. All costs incurred in arbitrating a dispute shall be shared in proportion to the parties' respective amounts of liability. Notwithstanding the foregoing, NPCA shall have the right to institute an action in any court or tribunal in the event You infringe NPCA's proprietary rights or breach Your restricted use obligations.

g. *Forum.* Any action, claim or dispute arising under or relating to this Agreement that for any reason is not settled by arbitration per section f., above, shall be brought exclusively in the federal or state courts in the District of Columbia.

h. *Process.* The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the

applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this Section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the District of Columbia.

i. *Attorney's Fees.* If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

j. *Headings.* *The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.*

k. *Force Majeure.* If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

l. *International Use.* NPCA makes no representation that materials available on this Site or through any NPCA service are appropriate or available for use in locations outside the United States, and access from territories where access or use of such materials is illegal is prohibited. Those who access this Site or any site linked to by NPCA from other locations are responsible for compliance with local law.

m. *Survival.* The terms and provisions of Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive any termination or expiration of this Agreement.

n. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Site. By accessing the Site, **You acknowledge that You have read, understand and agree to the terms & conditions set forth in this Agreement.**