Website Terms of Use

Adopted by the NSPA Board of Directors on November 12, 2013. Amended December 10, 2014.

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This Site is owned and operated by NSPA, and the Application may be owned or operated by third parties. "You" or “user” are the person or entity using the Site or Application. Our Site or Application features a wide array of content, including but not limited to information, NSPA member lists, and more (collectively “Content”) provided by NSPA, our members or others. To the extent new Content, services, or features are added to the Site or Application in the future, the use thereof is subject to these Terms. If any different Terms are posted within the Application, those Terms will take precedence over these Terms to the extent there is any conflict between the two.

By using this Site or Application, you agree to these Terms including but not limited to disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Colorado law. If you do not agree to these Terms, you do not have permission to use the Site or Application. To the extent rules or guidelines affecting your use of the Site or Application are found on other pages, those rules and guidelines are hereby incorporated by reference into these Terms.

PRIVACY POLICY

Our Privacy Policy describes the information we collect when you and others use this Site or Application, as well as how we use the information, and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms. By agreeing to these Terms, you are also consenting to our use of your personal information in accordance with our Privacy Policy.

MODIFICATIONS TO THESE TERMS

NSPA reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms (including our Privacy Policy) at any time. You are
encouraged to check this page regularly for changes to the Terms. Any changes will become effective immediately upon being posted at this page, without further notice to you (however, we will send email notification of material changes to NSPA members for whom we have a valid email address). Your continued use of the Site or Application after such modifications are posted constitutes your acknowledgement and acceptance of such modifications. Except as provided in this paragraph, or except in a written agreement signed by an authorized representative of NSPA, these Terms may not be amended.

SITE INTERRUPTIONS AND CHANGES

NSPA reserves the right to modify or discontinue any portion of the Site or Application at any time, with or without notice to you. NSPA will not be liable if it should exercise this right. You acknowledge and accept that NSPA does not guarantee that operation of the Site or Application will not be uninterrupted or error free, and that usage of our Site or Application may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

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NSPA will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any Content uploaded to or made available through the Site or Application, as well as terminate access to the Site or Application if we have reason to believe that you have engaged in copyright or other intellectual property infringement. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. To report infringement on our Site or Application, please see the Content Complaints section below.

SITE FEATURES AND MEMBERS-ONLY SECTIONS

You may choose to apply for NSPA membership on our Site by completing the online form (or if you prefer, you may print the form and mail a hard copy to NSPA). Once accepted as a new member by the NSPA, you will be notified and asked to pay the applicable fees. NSPA members who log into our Site with their NSPA user ID and password are able to access members-only sections of the Site. Members will receive the NSPA email newsletter and other information specifically for members. Please notify us at Info@scholarshipproviders.org if you have any problems accessing the members-only sections of the Site, receiving the newsletter, or otherwise. If you wish to stop receiving this newsletter or other emails from NSPA or our members, please let us know by e-mailing Info@scholarshipproviders.org or writing to us at the address below. Please provide us with your exact name and e-mail address.

By accessing the Membership Directory contained in the Member section of the Site, you agree that you will only use the contact and other information of NSPA members for purposes directly related to your membership in NSPA. You agree (i) all non-public information contained in the Membership Directory is the confidential information of NSPA and each individual NSPA member whose contact or other information is contained therein, (ii) not to disclose or otherwise release any such information to any third party, and (iii) not to sell or rent any such information.
Certain NSPA members may be able to post information on our Site or use certain features of our Site (such as our Broadcast Email service) to send information to other NSPA members. If you are permitted to use any of these features, you may do so only subject to these Terms of Use and the Membership Policy, which may restrict the type of information you are permitted to send, or may have other limitations on use.

NSPA members may post jobs on the Site in our NSPA Job Bank. To post a job, please send the pertinent information to Info@scholarshipproviders.org and we will post appropriate information on the Site. Please notify us when the position has been filled, so that we can remove the posting from the Site.

You may choose to register for NSPA conferences through the Site. Please be aware that registrations are subject to the cancellation and refund policy, and other terms and conditions available on the online conference registration pages.

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• violates any laws, is abusive, harassing, violates any person's rights of privacy or publicity, is defamatory, hateful, or is otherwise objectionable;
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· a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
· a detailed description of the copyrighted work that you claim has been infringed;
· if your claim is based on a registered work, the copyright registration number, and the date of issuance of the registration;
· a description of the infringing material and the URL where such material is located on the Site or Application, or a description of where on our Site or Application you found such material;
· your written statement that you believe, in good faith, that the use of the work on our Site or Application has not been authorized by the true owner of the work, its agent, or as a matter of law; and
· a statement that all of the information you have provided is true.

Please send your notice of alleged infringement (or any other complaints about Content on our Site or Application, whether related to infringement or other violations of these Terms) by completing the “Contact Us” form on our Site, by emailing us at Info@scholarshipproviders.org, by sending a fax to (303)443-5098 or by sending a letter to NSPA, attn: Copyright Agent, 2222 14th St., Boulder, CO 80302.

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YOUR COVENANTS, REPRESENTATIONS AND WARRANTIES

You covenant, represent and warrant for the benefit of NSPA, NSPA's members, sponsors, suppliers, and any third parties mentioned on the Site or Application, in addition to other covenants, representations, warranties and obligations contained herein, that:

· you possess the legal right and ability to enter into and make the covenants, representations and warranties contained in these Terms, you are of legal age to enter into a binding contract, and that you are not a person barred from visiting the Site or Application under the laws of the United States or other country;

· all information submitted by you to the Site, the Application, or directly to NSPA is true and accurate;

· you will keep your registration information current;

· the username and password are personal to you and you are not authorized to allow any other person to use the username or password issued to you;
· you will be responsible for all use of the username and password issued to you, even if such use was conducted without your authority or permission;

· you covenant and agree not to copy or reproduce any content from the Site or Application and acknowledge that such action will constitute theft and will infringe the copyright of NSPA content providers;

· you will not use the Site or Application for any purpose that is unlawful or prohibited by these Terms; and

· If you access the member sections of the Site or Application, you represent that your organization is a member of the NSPA and that you are accessing these sections with permission of your organization.

FEEDBACK TO NSPA

NSPA welcomes your feedback regarding this Site or Application. All feedback, ideas, questions, proposed features or the like regarding the Site or Application or the business of NSPA (collectively, "Feedback"), will be considered the confidential information of NSPA. By submitting Feedback to NSPA, you assign to NSPA free of charge, a perpetual, irrevocable, worldwide license to create derivative works, distribute, reproduce, perform display, and otherwise use, any intellectual property rights or proprietary information and ideas contained within any such Feedback, including without limitation the right to sublicense or assign any of the foregoing. NSPA will be entitled to use any Feedback you submit to it, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, without compensating you in any way. Please do not send us any information or materials for which you do not wish to grant us such rights.

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TERMINATION OF SITE ACCESS OR NSPA MEMBERSHIP

In the event that you violate (or we have reason to believe you may have violated) any provision of these Terms, you agree that NSPA has the right to immediately and without prior notice, terminate or cancel (i) your membership in NSPA, and/or
(ii) terminate, cancel or block your access and use of the Site or Application if such action is desired by NSPA in its sole discretion.

EXCLUSIVE JURISDICTION

These Terms shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. Any disputes arising under or related in any way to these Terms, the Site or any application at the election of NSPA shall be litigated or otherwise heard in the appropriate forum in Denver, Colorado. The parties hereto hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the County of Denver, Colorado, and hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Colorado law.

AMENDMENTS

You agree that NSPA may amend or modify these Terms or impose new conditions at any time by updating these Terms on the Site or upon notice from NSPA to you as published through the Site or by email. Any use of the Site, the Application, or any order placed by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your registration, if any, and refrain from using the Site or Application after that date. No other amendments will be valid unless they are in writing and signed by NSPA and by you.

NOTICES

Except as expressly stated otherwise, any notices required or allowed under these Terms shall be given to NSPA by postal mail to: National Scholarship Providers Association, 2222 14th Street, Boulder, CO 80302, or as to a successor address that NSPA makes available on the Site or through other reasonable manner. If applicable law requires that NSPA accepts email notices (but not otherwise), then you may send NSPA email notice using the 'Contact NSPA' Form. With respect to NSPA's notices to you, NSPA may provide notice of amendments by posting them in the Site and you agree to check the Site for changes. In addition, or in lieu thereof, NSPA may give notice by sending email to the email address you provide during registration. Notice shall be deemed given 24 hours after it is posted or an email is sent, unless (as to email) the sending party is notified that the email address is invalid.

ADDITIONAL TERMS

These Terms, as they may be amended from time to time, and any other terms or policies posted on this page and applicable to certain functionality or features on the Site or Application (e.g. conference registration terms or membership policies) constitute the entire agreement between you and NSPA with regard to your use of
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CONTACT INFORMATION

NSPA’s primary postal address is:
2222 14th Street
Boulder, CO 80302

We can be reached via e-mail at: Info@scholarshipproviders.org

We can also be reached by telephone at: 303-442-2524

EFFECTIVE DATE: This version of the ScholarshipProviders.org Terms is effective as of December 10, 2014.