



TERMS OF USE

These Terms of Use (“Terms”) are entered into by you and between the Eastern Association of College and University Business Officers (“EACUBO”, “we”, “us”, “our”). The following Terms contain the terms and conditions governing your use of this website (the “Website”), and any content made available from or through the Website whether as a guest or a registered user. PLEASE READ ALL OF THE FOLLOWING TERMS BEFORE USING THIS WEBSITE.

Changes to the Terms

Occasionally we may, in our sole discretion, revise and update these Terms. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes.

Accessing the Website and Account Management

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

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our *Privacy Policy*.

If you choose to create an account and select, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing

your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provisions of these Terms.

Rights We Grant You

This Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by EACUBO, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. Unless specifically permitted in writing by us, you shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website. Any use of the intellectual property other than as permitted by these Terms will constitute a violation of the Terms and may constitute infringement.

Acceptable Uses

You must use the Website in compliance with, and only as permitted by, applicable law.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To transmit, or procure the sending of, any advertising or promotional material (without our prior written consent);
- To impersonate or attempt to impersonate EACUBO or any of our representatives, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm EACUBO or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- To transmit any viruses, malware, or other types of malicious code;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

Information Security

We use commercially reasonable efforts to implement a variety of administrative, managerial, and technical security measures designed to protect your personal information from unauthorized use and disclosure. We cannot, however, guarantee security of the information collected on our Website and we cannot promise that such measures will prevent third party “hackers” from illegally accessing the Website. We are not responsible for any third party access to or use of the information collected by us.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL EACUBO, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITE LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless EACUBO, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website.

Other Terms

Assignment. You may not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without our prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving a member institution, a visitor or a registered user (regardless of whether a member institution, a visitor or a registered user is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under these Terms for which our prior written consent is required. No delegation or other transfer will relieve you of any of your obligations or performance under these Terms. Any purported assignment, delegation, or transfer in violation of this section is void. EACUBO may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Entire Agreement. These Terms constitute the entire agreement between you and us, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral, concerning its subject matter.

Interpretation. The use of the terms "includes," "including", "such as", and similar terms, will be deemed not to limit what else may be included. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

No Waiver. A party's failure to delay or enforce a provision under these Terms is not a waiver of its right to do so later.

Presumption. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Severability. If any term or provision of these Terms is found invalid, illegal, or unenforceable by a court of competent jurisdiction for any jurisdiction, such invalidity, illegality, or unenforceability shall neither affect any other term or provision of these Terms which shall

remain in full effect nor invalidate or render unenforceable such term or provision in any other jurisdiction.

Limitations on Claim. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one (1) year after such claim or cause of action or be forever barred.

Governing Law. These Terms and the relationship between you and us shall be governed by the laws of Washington, District of Columbia without regard to its conflict of law provisions. You irrevocably agree to submit to the personal and exclusive jurisdiction of the courts located within Washington, District of Columbia with respect to any legal proceedings that may arise in connection, interpretation, or breach of the Terms.

Contact Us

All feedback, comments, requests for technical support, other communications relating to the Website and all notices of copyright infringement claims should be sent to:

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