

Terms of Service - Please read!

WELCOME TO THE NATIONAL COMMUNICATION ASSOCIATION BLOG!

1. The National Communication Association Blog (“Blog”) is sponsored by the National Communication Association (“NCA”) for bloggers and users to express their ideas and comments, as well as sharing ideas and information.

2. By accessing, viewing, or using this Blog, You indicate that You understand and intend these Terms of Service to be the legal equivalent of a signed, written contract and equally binding, and that You accept such Terms of Service and agree to be legally bound by them. Please note that NCA reserves the right to change the Terms of Service under which this Blog is extended to You. Your continued use of this Blog following such modifications will be conclusively deemed acceptance by You of any changes to these Terms of Service.

3. This Terms of Service Agreement provides You with a personal, revocable, nonexclusive, nontransferable license to use this Blog conditioned on Your continued compliance with the Terms of Service. As a condition of use of this Blog, You warrant to NCA that You will not use this Blog for any purpose that is unlawful or otherwise prohibited by these Terms of Service.

4. NCA accepts no responsibility for the opinions and information posted or circulated by the bloggers or users. NCA cannot warrant the accuracy of any information posted on the Blog and NCA disclaims all warranties with regard to information posted or circulated on the Blog.

5. Use of this Blog is entirely at Your own risk and is subject to all applicable state, national and international laws and regulations. ALL CONTENT AND MATERIALS ON THIS BLOG ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

NEITHER NCA NOR ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, AGENTS OR VOLUNTEERS SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO, OR USE OF, THE BLOG; (B) ANY PRODUCTS, SERVICES, INFORMATION, ACTIVITIES, AND/OR MATERIALS AVAILABLE ON OR THROUGH THE BLOG; (C) ANY BREACHES OF SECURITY INVOLVING THE BLOG OR YOUR ACCOUNT, OR ANY LACK OF AVAILABILITY OR OPERATIONAL PROBLEM OF, THE BLOG; OR (D) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT

OR OTHER PROPERTY AS A RESULT OF YOUR USE OF THE BLOG. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

6. Neither NCA nor its directors, officers, staff, members and/or volunteers accept any responsibility for the content of the postings on this Blog. The content of all postings is solely the responsibility of the bloggers or users. NCA reserves the right to delete, move or edit any communications at any time, for any reason or in its discretion, but has no obligation to review or remove any such content. In the event that any inappropriate or illegal posting is brought to NCA's attention, NCA may exercise appropriate action.

7. You agree not to use this Blog to post material that:
- a. contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;
 - b. is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
 - c. violates any right of NCA, its officers, directors, employees, members or any third party;
 - d. discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
 - e. violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
 - f. advertises, promotes or offers to trade any goods or services;
 - g. You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - h. infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party;

- i. contains software viruses, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
- j. "stalks," "flames" or otherwise harasses another person or entity.

8. You acknowledge, consent and agree that NCA may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of NCA, its officers, directors, employees, members, agents, bloggers, other Blog users or the public.

9. By posting content or material ("Content"), the posting party warrants and represents: (i) that it owns the copyright with respect to such Content or it has received permission from the copyright owner; and (ii) that the posting of such Content and/or its use by NCA will not infringe the intellectual property rights of, or otherwise violate the rights of any third party. In addition, any party posting on the Blog hereby grants NCA a non-exclusive, perpetual, worldwide, royalty-free and irrevocable right and license to display, copy, publish, distribute, transmit, print, modify, edit, perform, adapt, sublicense, re-purpose or otherwise use such Content, in whole or in part, for any purpose in all languages and in all media now known or developed in the future.

10. You agree to indemnify, release and hold harmless NCA and its directors, officers, employees, members, volunteers, agents, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Your use of the Blog, any breach by You of this Agreement, or any other matter for which You are responsible hereunder or under law.

11. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described on the Blog are the sole property of NCA or third parties and may not be copied, imitated or otherwise used, in whole or in part, without the prior written permission of their respective owners. In addition, all page headers, custom graphics, button icons and scripts are the sole property of NCA and may not be copied, imitated or otherwise used, in whole or in part, without the prior written permission of NCA. NCA will enforce its intellectual property rights to the fullest extent of the law.

12. This Agreement will take effect at the time You begin using this Blog (thereby indicating acceptance of these Terms and Conditions). NCA reserves the right at any time and for any reason to deny You access to the Blog or any portion thereof,

and to terminate this Agreement. Termination will be effective without notice.

13. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. NCA reserves the right to remove any material on the Blog which allegedly infringes another person's copyright. Notices to NCA regarding any alleged copyright infringement on the Blog should be sent to <Insert Name of Copyright Contact> at <Insert E-mail Address for Copyright Contact>. Please provide the following in your communication:

- a) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- b) a description of where the material that you claim is infringing is located on the Blog;
- c) your address, telephone number, and email address;
- d) a statement that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- e) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf; and
- f) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.

14. Any disputes arising in connection with these Terms and Conditions shall be resolved by binding arbitration in the District of Columbia by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The award shall be enforceable in any court having jurisdiction thereof. The validity, construction, and performance of these Terms and Conditions Agreement shall be construed in accordance with the laws of the District of Columbia.

This Blog is controlled and operated by NCA from its offices within the United States. NCA makes no representation that the content and materials on the Blog are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Blog are illegal is prohibited. If You choose to access this Blog from other locations, You do so on Your own volition and are responsible for compliance with any applicable local laws.

15. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable

provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

16. No joint venture, partnership, employment, or agency relationship exists between you and NCA as a result of this Agreement or Your utilization of this Blog.

17. These Terms and Conditions and NCA's Blog Community Privacy Policy, which are hereby incorporated as if set forth fully in these Terms and Conditions, represent the entire agreement between You and NCA with respect to Your use of and material available on or through this Blog, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and NCA with respect to this Blog. Any rights not expressly granted herein are reserved.