

Website Terms of Use

Acceptance of the Terms of Use

National Collegiate Conference Association (“**NCCA**” or “**we**”) operates <http://www.nmun.org>, <http://collegiateconference.org>, and <http://modelunnetwork.org> (the “**Site**”). By accessing the Site, you accept without limitation or qualification and agree to be bound and abide by the following terms and conditions (collectively, these “**Terms of Use**”). If you do not want to agree to these Terms of Use or our Privacy Policy, you should leave the Site immediately.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. You should check this page periodically to take notice of any changes that we have made, as they are binding on you. All material changes will apply prospectively only. Any changes to the dispute resolution procedures set forth below in Governing Law and Jurisdiction shall not apply to any disputes for which the parties had actual notice as of the date the change was posted on the Site. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to any and all changes.

Protection of Privacy

NCCA is committed to protecting the privacy of visitors to the Site. All information gathered from you in connection with your use of the Site is governed by our Privacy Policy, available at: <http://www.nmun.org/privacy.html>.

Accessing the Site and Account Security

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

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use in connection therewith), such participation having been confirmed in writing by NCCA. Such rights shall terminate upon the conclusion of the registered program.

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Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable laws or regulations.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- To impersonate or attempt to impersonate NCCA or a representative of NCCA, or another user, person, or entity (including, but not limited to, the use of e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm NCCA or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including to monitor or copy any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or to engage in any other unauthorized purpose without NCCA's prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS NCCA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN

BY NCCA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER NCCA OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all 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 paragraph.

Reliance on Information Posted

The information presented on or through the Site 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 Site, or by anyone who may be informed of any of its contents.

Changes to the Site

We may update the Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. We may change the Site at any time with or without notice. We may suspend access to the Site, or close it indefinitely.

Linking

You may only link to our homepage, provided you do so in a way that is non-competitive, fair, and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

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

Indemnification

You agree to defend, indemnify and hold harmless NCCA, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Site, including, without limitation, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Governing Law and Jurisdiction

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed under the laws of the State of New York, United States of America, without giving effect to any choice of law principles that would require the application of the laws of a different state or country.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal or state courts located in New York County, New York, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or

any other relevant country. You hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, and agree to submit to jurisdiction and venue in New York County, New York.

Waiver and Severability

No waiver of these Terms of Use by NCCA shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of NCCA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is deemed to be, or becomes, invalid, illegal, void, or unenforceable under applicable laws, then it will be deleted with respect to the applicable jurisdiction(s) to which such law pertains and the validity, legality, and enforceability of the remaining provisions of these Terms of Use shall not be impaired or affected in any way.

Entire Agreement

These Terms of Use and our Privacy Policy and any other agreements referenced therein constitute the sole and entire agreement between you and NCCA 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.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to: info@nmun.org.

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