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- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only. Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.

- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

(2) **USER CONDUCT**

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- (c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
- (d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (e) use any of National IPA's names, service marks, logos, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

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Except as indicated to the contrary elsewhere on the Site, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

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- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

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(5) **MODIFICATIONS TO TERMS**

We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

(6) **TERMINATION/MODIFICATIONS OF SITE**

We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(7) **COPYRIGHT INFRINGEMENT**

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at [info@nationalipa.com](mailto:info@nationalipa.com). When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

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(8) **TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

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(11) **LIMITATION ON ACTIONS**

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(12) **ACKNOWLEDGEMENT**

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(13) **GENERAL**

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

*Last updated and effective: October 17, 2014*