NFMA

TERMS OF SERVICE

Last Updated: January 24, 2024

Please read these Terms of Service (the “Agreement”) carefully because they are a binding agreement between you and National Federation of Municipal Analysts (“NFMA”, “we”, “us” or “our”) and apply to your use of our website at https://www.nfma.org and all of its sub-domains (collectively, the “Site”), the member portal we make available through the Site (the “Member Portal”), and our social media accounts, pages, and other applications, including, without limitation, any content, functionality, products, services or communications offered or occurring on or through any of the foregoing (collectively, the “Services”).

By visiting, registering for, accessing, and/or using our Services, you automatically agree to this Agreement, you acknowledge our Privacy Policy, and you certify that you are at least 18 years of age and that you are providing truthful and accurate information about yourself. If you are entering into this Agreement on behalf of a company, organization or other legal entity, you represent that you have the authority to bind such entity and its affiliates, in which case the terms “you” or “your” shall also refer to such entity and its affiliates.

Changes to Agreement

We may change, modify, add or remove portions of this Agreement (each, an “Update”) at any time and in our sole discretion without prior notice to you and such Updates will be effective immediately. If we make Updates to this Agreement, we will change the “Last Updated” date above. Your continued use of Services will confirm your acceptance of the updated Agreement. We encourage you to frequently review the Agreement to ensure you understand the latest terms and conditions associated with use of the Services. If you do not agree to the updated Agreement, you must discontinue using the Services.

Privacy Policy

Please refer to our Privacy Policy (the “Privacy Policy”) for information regarding how we collect, use and disclose information about you in connection with your use of our Services, and regarding how others collect, use and disclose information about you. The terms and conditions of our Privacy Policy are incorporated into this Agreement.

Terms of Access and Use

Subject to your compliance with this Agreement and all applicable laws, NFMA grants you a limited, nonexclusive, non-transferable and revocable right to access and use the Services for personal and/or educational purposes in accordance with the terms and conditions of this Agreement, including, but not limited to, our Privacy Policy, which is integrated by reference into this Agreement.

As between you and NFMA, you are responsible for obtaining and maintaining all computer hardware, software, communications and equipment needed to access and use the Services, and for paying all associated third-party access charges. NFMA may monitor any and all use of the Services by you and collect information about your use of the Services in accordance with our Privacy Policy for the purpose of optimizing the Services. NFMA may use such data for its business purposes, and
may disclose the same, provided that in connection with such use or disclosure, such data and information are aggregated and do not identify individuals.

**Application for Membership**

You are obligated to submit a membership application and set up an account with a username and password in order to access the Member Portal, and the Member Portal is available only to users who have applied for membership and been granted accounts. You agree to accurately maintain and update any information about yourself that you have provided to NFMA. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Services.

You shall ensure the security of your account credentials and connectivity with the Services. If any of your account credentials are stolen or otherwise compromised, you shall immediately change your password and inform NFMA of the compromise. NFMA is not responsible for loss of any data in transmission or improper transmission by you.

**Modification to Services**

NFMA may, at any time and for any reason, change, update or discontinue Services, or any part thereof, with or without notice. NFMA will not be liable to you or to any third party for any modification, suspension or discontinuance of Services as permitted herein.

We will give you appropriate advance notice about any major changes, although you understand that we may stop, suspend, or change our Services at any time without prior notice. You may terminate this Agreement at any time by ceasing to use our Services.

**Conduct Guidelines**

The rights granted to you under this Agreement are subject to the following conduct guidelines concerning the Services (as applicable):

- You will not copy, reproduce, distribute, transmit, republish, post, publicly perform or publicly display the Services, or any information or content made available on or through the Services, without NFMA’s prior written consent;
- You will not modify or create derivative works of the Services;
- You will not remove or destroy any copyright notices or other proprietary markings contained on or in any portion of the Services;
- You will not access or use the Services to build a similar or competitive service or application;
- You will not reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Services or their structural framework;
- You will not sublicense, subcontract, translate, license or grant any rights to the Services (including without limitation allowing any distribution or sublicense of the Services or other access to the Services by any person or entity);
- You will not use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services;
- You will not create Internet “links” to the Services or “frame” or “mirror” any content therein;
• You will not harvest or collect information about or from other users of the Services, including from the Member Directory published in our Member Portal;
• You will not probe, scan or test the vulnerability of the Services, or breach the security or authentication measures on the Services, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services;
• You will not upload invalid data, viruses, worms, keyloggers, spyware, Trojan horses, time bombs, malicious or harmful code, or other software agents through the Services;
• You will not attempt to gain unauthorized access to the Services or their related systems or networks; and
• You will not use the Services in whole or in part for any illegal purpose.

You shall take all reasonable precautions to prevent unauthorized or improper use of the Services, and you are solely responsible for complying with all laws, rules and regulations applicable to you when you use the Services. You agree to comply with the above conduct and usage requirements ("Conduct Guidelines") and agree not to assist or permit any person to engage in any conduct that does not comply with the Conduct Guidelines. Any use of the Services in violation of these Conduct Guidelines is prohibited and may result in our suspension or termination of your right to use the Services, and may possibly expose you to legal action and damages.

**NFMA Content**

Except for User Content and Third Party Content, all information and materials contained on or within the Services, including, but not limited to, text, graphics, applications, HTML, look and feel, images, illustrations, designs, photographs, audio, video, white papers, press releases, names, product names or descriptions, icons, typefaces, software (both source and object code), format, queries, algorithms, and any content that NFMA makes available to you through the Services (collectively, "NFMA Content"), as well as their selection and arrangement, and all intellectual property and other rights relating to NFMA Content, as between you and NFMA, are solely and exclusively owned by NFMA. You will not delete or alter any copyright, trademark or other proprietary rights notices from NFMA Content.

**User Content**

Certain features of the Services may allow you to post, submit, publish, display, share, store or manage text, data, ideas, opinions, recommendations, and other information (collectively, "User Content"). All User Content must comply with this Agreement, including without limitation, the Content Guidelines set out below. You agree that NFMA may use and display any User Content you voluntarily provide in connection with operating the Services. User Content must comply with all applicable federal, state, local and international laws and regulations. NFMA DOES NOT ENDORSE ANY USER CONTENT SUBMITTED THROUGH THE SERVICES, AND NFMA HAS NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY USER CONTENT SUBMITTED THROUGH THE SERVICES OR FOR ANY RESULTS CAUSED BY USING SUCH USER CONTENT.

Any User Content is posted and otherwise made available in our Services on a non-confidential and non-proprietary basis. By providing User Content, you grant NFMA and our service providers, and each of their and our respective licensees, successors and assigns the worldwide, unrestricted, royalty-free, irrevocable, transferable, sub-licensable right to (a) publish, publicly display and perform, modify, edit, alter and otherwise use the User Content in whole or in part, without further consent, review or participation from you, for any purpose throughout the world (including
commercial and promotional) in any medium or format now existing or hereafter created, including but not limited to print or recorded material, websites, and social media platforms; and (b) use your name and other information about you in connection with the User Content. You represent and warrant that (x) you own or control all rights in and to the User Content and have the right to grant the license granted above; and (y) all of your User Content does and will comply with this Agreement. We reserve the right to use, not use, or discontinue using any User Content in our sole discretion at any time, subject to the terms of our Privacy Policy.

**Content Guidelines**

You shall abide by the following guidelines with respect to all User Content provided to NFMA (our “User Content Guidelines”). User Content must not:

- Contain any material which is false, misleading, defamatory, obscene, indecent, abusive, offensive, threatening, harassing, hateful, inflammatory, an invasion of privacy, or is otherwise objectionable;
- Contain any information or content that we deem to be denigrating or offensive to any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability, or to be otherwise objectionable;
- Exploit, harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- Create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you or to any other person;
- Create a risk of any loss or damage to property; or
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

You will not upload any User Content that (i) includes trade secrets or third-party intellectual property unless you have permission or a valid license from the owner to use it in the specific manner that you used it, (ii) infringes any intellectual property, privacy or publicity right of another, (iii) violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy.

Any use of the Services in violation of Content Guidelines is prohibited and may result in our suspension or termination of your right to use the Services, and may possibly expose you to legal action and damages.

**Third Party Content**

The Services may allow access to data, information, or services disseminated by outside data sources (collectively, “Third Party Content”) and you acknowledge that NFMA and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third party data, information, or services and make no warranty concerning such information. Third Party Content is the copyrighted work of its owner, who expressly retains all right, title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein.
and thereto. **YOU USE SUCH THIRD PARTY CONTENT AT YOUR OWN RISK.**

**No Reliance**

Any reliance you place on the Service, NFMA Content, User Content and/or Third Party Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or by anyone who may be informed of or exposed to such materials. **NFMA DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE SERVICES.**

All statements and/or opinions expressed in the Third Party Content are solely the opinions and the responsibility of the person or entity providing those materials, which do not necessarily reflect the opinion of NFMA. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**Disclaimers**

**THE SERVICES, NFMA CONTENT AND THIRD PARTY CONTENT ARE PROVIDED “AS IS,” “AS AVAILABLE” AND WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND. NFMA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SERVICES, NFMA CONTENT AND THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY OF INFORMATION AND FITNESS FOR A PARTICULAR PURPOSE.**

NFMA does not make any representations or warranties regarding the truth, accuracy, completeness, timeliness, legality or reliability of any NFMA Content. NFMA reserves the right to correct any errors, inaccuracies, staleness or omissions with respect to the Services and NFMA Content; however, NFMA undertakes no obligation to update the Services or to maintain the Services up to date except as required by law. No specified update date applied to the site should be taken to indicate that all content has been modified or updated.

NFMA does not warrant that: (i) the quality of the Services or NFMA Content that you obtain from NFMA will satisfy your requirements or meet your expectations, (ii) the site will operate uninterrupted and error-free, or (iii) the site will be free of viruses, worms or other harmful material. You assume the responsibility to take adequate precautions against damages to your systems or operations which could be caused by defects or deficiencies in the site. You shall implement and take responsibility for backing up all your data.

NFMA disclaims all responsibility and liability for any problems or technical malfunction of the internet, computer systems, servers or third party service providers, computer equipment, mobile devices, software or failure of email due to technical problems or traffic congestion on the internet, including injury or damage to any computer or mobile device related to or resulting from the site. In the event of any problem with the Services, you agree that your sole remedy is to cease accessing and viewing the site and/or using the Services.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the
extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

Social Media

When we make available certain social media features through LinkedIn or other social media sites, you may take such actions as are enabled by those features. Please be aware that activities on our social media sites, or facilitated by or through our social media sites, are subject to the terms and conditions of the applicable social media site(s). Any information or content provided to social media sites may be processed and used by the applicable social media sites in accordance with their policies and any agreements with NFMA.

Links to Other Sites

Our Services may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data, or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies and terms of use for the other websites you visit.

Ownership

NFMA and/or its licensors own all right, title and interest, including all related intellectual property rights, in and to the Services, NFMA Content, and Third Party Content. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, NFMA Content and/or Third Party Content. NFMA reserves all rights not expressly granted in this Agreement.

All trademarks, service marks, logos, slogans and taglines displayed on or through the Services are the property of NFMA and its licensors or their respective owners and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on or through the Services without the express written permission of NFMA, or such third-party that may own the trademark, service mark, logo, slogan or tagline.

Your Feedback

We welcome feedback, comments and suggestions for improvements to the Services and NFMA Content (“Feedback”). We may ask for your Feedback in connection with your use of the Services and NFMA Content, and you can always submit Feedback by emailing us at Information@nfma.org.

You grant us a nonexclusive, irrevocable, worldwide, royalty-free, fully paid up right and license to use any Feedback provided by you to us with respect to the Services and NFMA Content, and we can use, disclose, reproduce, license and otherwise distribute and exploit Feedback in any manner without obligation or restriction of any kind on account of intellectual property rights or otherwise. NFMA will treat any Feedback you provide to us as non-confidential and non-proprietary.

Consent to Electronic Notice

If you provide your email address to NFMA through the Services, or by e-mailing NFMA directly, you agree that NFMA may communicate with you electronically regarding administrative, security and other issues relating to your use of the Services. You agree that any notices, agreements, disclosures
or other communications that NFMA sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The foregoing does not affect your statutory rights.

**Limitation of Liability**

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY USE, INABILITY TO USE, MODIFICATION, SUSPENSION, OR WITHDRAWAL OF THE SERVICES, OR ANY FEATURES, PARTS, OR CONTENT OF THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NFMA SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DAMAGES IN ANY WAY ARISING FROM OR RELATING TO YOUR RELIANCE UPON, OR YOUR USE OF OR INABILITY TO ACCESS OR VIEW THE SERVICES, NFMA CONTENT, OR THIRD PARTY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NFMA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**General Release**

You are solely responsible for all claims, injuries (including death), illnesses, damages, liabilities, and costs (“Liabilities”) suffered by you or any third party as a result of your use of the Services. To the maximum extent permitted by applicable law, you hereby release the NFMA Parties (as defined below) from any and all responsibility and liability for the foregoing.

YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. IF YOU ARE A CALIFORNIA RESIDENT, YOU ACKNOWLEDGE AND HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims you may have against the NFMA Parties pertaining to the subject matter of this section.

**Indemnification By You**

Without limiting the generality or effecting other provisions of this Agreement, as a condition of accessing or using the Services, you agree, at your expense, to indemnify and hold harmless NFMA and its affiliates and its and their licensors, suppliers, officers directors, employees and agents (“NFMA Parties”), from and against any and all losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys’ fees, settlements and judgments) arising out of or incurred as a result of: (i) your use, misuse or inability to use the Services, (ii) your User Content, (iii) your failure to comply with any applicable laws and regulations (including any privacy laws), (iv) your violation of any third party right, including without limitation any copyright, property or privacy right, or (v) your breach of any obligations set forth in this Agreement. You shall not settle any such claim without the written consent of the applicable indemnified party.

For any third-party claim covered under this indemnification provision, we will notify you upon becoming aware of the claim, and you will also defend such claim at your expense if instructed by us.
to do so. If we or our partners or licensors are obligated to respond to a third-party subpoena or other compulsory legal order or process, you will also reimburse us for reasonable attorneys’ fees, as well as employees’ and contractors’ time and materials spent responding to the third-party subpoena or other compulsory legal order or process at the applicable then-current hourly rates.

**Term, Suspension and Termination**

This Agreement will remain in full force and effect while you use the Services. We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate this Agreement or otherwise create liability for us or any other person. Such actions could include suspending or terminating your rights with respect to the Services, with or without notice. If your rights with respect to the Services are suspended or terminated, you agree to make no further use of the Services as directed by NFMA for the duration of the suspension or indefinitely following termination.

**ARBITRATION CLAUSE & CLASS ACTION WAIVER – APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Philadelphia, Pennsylvania, United States of America, before one arbitrator. The language to be used in the arbitral proceedings will be English. If the dispute, claim or controversy exceeds $250,000, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the “Rules”), and if not, the arbitration shall be administered by JAMS pursuant to the Rules and in accordance with the Expedited Procedures or similar process set forth in the Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

YOU AND NFMA AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

YOU AND NFMA EACH HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND THIS WAIVER APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER THEORY.

**Force Majeure**

You agree that NFMA is not responsible to you for anything that we may otherwise be responsible
for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, pandemics and epidemics, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

**Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Pennsylvania, United States of America, without regard to its rules on conflicts or choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**International Visitors**

We operate the Services and our business from the United States. Please note that other countries may have laws and regulatory requirements that differ from those in the United States, and if you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with all local laws.

**General Terms**

This Agreement, together with the Privacy Policy, constitute the sole agreements between you and NFMA for your use and the provision of the Services, and the subject matter hereof. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Should any provision of this Agreement be held invalid or unenforceable, such provision will be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and any rights and licenses granted hereunder, may not be transferred, delegated or assigned by you, but may be assigned, delegated or transferred by NFMA without restriction. Any attempted assignment, subcontract, delegation or transfer by you in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Certain of our licensors and suppliers may be third-party beneficiaries of this Agreement and have the right to enforce this Agreement against you.

**Contact Information**

If you have any questions about our Site, Services or this Agreement, please contact us at Information@nfma.org, by phone at 412-341-4898, or by mail directed to:

National Federation of Municipal Analysts
P.O. Box 14893
Pittsburgh, PA 15234