

Terms of Use

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Thank you for your interest in the National Association of Secondary School Principal's Academy (the "Program"). Once you purchase the "Program", you will gain access to NASSP's Learning Management System (LMS), where you may view the content and all supporting material.

By using, accessing and interacting with the LMS, you agree to be bound by the following terms of use ("Terms of Use") and the NASSP's privacy policy ("Privacy Policy"), which is incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use, and the Privacy Policy, do not use the LMS.

National Association of Secondary School Principals ("NASSP") reserves the right to modify or revise these Terms of Use, in its sole discretion, at any time. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued usage of the LMS will mean you accept those changes, and you will comply with all applicable laws and regulations. The materials provided on this LMS are protected by law, including, but not limited to, United States copyright laws and international treaties.

Eligibility

You must be 18 years of age or older to visit or use the LMS in any manner. By visiting the LMS or accepting these Terms of Use, you warrant and represent that you are either 18 years of age or older, an emancipated minor, or possess legal parental and/or guardian consent, and are capable of entering into the terms, conditions, obligations, affirmations, representations and warranties set forth in the terms of use and in the Privacy Policy.

Learning Management System Services (LMS)

You are required to use the LMS to access the Program. In addition, by using the LMS, you acknowledge and agree that NASSP may communicate with you and send you messages and announcements regarding the Program (the “Program Communications”).

Account Information Obligations

You are responsible for submitting, maintaining and updating information you submit through your account (such as your username and password) (“Your Account Information”) to ensure that all information is and remains accurate, current, and complete. You are solely responsible for all activity associated with your account information, including your online conduct and use of the LMS and the consequences of any such use. As such, you should maintain the confidentiality of your account login and password.

If Your Account Information is not accurate, current, or complete, or if NASSP has reason to believe that Your Account Information is not accurate, current, or complete or that the LMS is being accessed by Your Account Information in violation of these Terms of Use, NASSP has the right to suspend or terminate your account and prohibit you from any and all future use. Should you become aware of any unauthorized use of Your Account Information, you should notify NASSP immediately by sending an email to NASSPIT@NASSP.Org with the words “Unauthorized Access” in the subject line of the email.

LMS Materials; Use Restrictions

The LMS contains copyrighted material (including but not limited to text, graphics, videos, images, music, sounds, source code, user generated content, and compilations of individual data), trademarks, trade names, other proprietary information, and other content such as text, graphics, images, photographs, illustrations, logos, information obtained from NASSP’s licensors (collectively, “LMS Materials”). You acknowledge and agree that NASSP retains all ownership, rights, title and interest to and in the LMS Materials. You represent and warrant that you will not: (i) copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit any LMS Materials (including but not limited to any LMS Materials that you download), excluding information that is in the public domain or has been licensed to you; and (ii) endeavor to ascertain any source code used in connection with the LMS.

You may view, access, download or print hard copies of the LMS Materials only for your personal, educational, and non-commercial use and where such option is made available to you in the LMS. You may not change the LMS Materials in any way or copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit or use them for any public or commercial purpose. We strictly prohibit any use of the LMS Materials for any purpose not specifically identified or authorized in these Terms of Use or expressly permitted by NASSP.

You may not, without NASSP’s written permission, “mirror” any LMS Materials contained in the LMS or any other server. You will not frame, scrape, data-mine, extract, or collect the content of the

LMS in any form or manner. You may not use the LMS for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the LMS in any manner that could damage, disable, overburden, or impair the Site, or interfere with any other party's use and enjoyment of the LMS. You may not attempt to gain unauthorized access to the LMS through hacking, password mining or any other means. You warrant that you will comply with all applicable laws, including but not limited to privacy laws, intellectual property laws, export control laws, and regulatory requirements. NASSP reserves the right, in its sole discretion, to terminate your access to the LMS, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice or any notice.

Your Content

You agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you publish, upload, display, or transmit on or through the LMS (collectively "Your Content"), including any information that you submit in connection with your participation in the Program. The term "Your Content" does not include any Recordings, as defined in these Terms of Use. You further agree that Your Content is true and accurate and that Your Content will not contain any information that you did not create or that you do not have permission to publish, upload, display, or transmit on the LMS. You are responsible for creating back-up copies of any of Your Content that you post on the LMS or otherwise provide to NASSP, and any necessary replacement thereof.

You agree that NASSP may review any of Your Content posted on the LMS and delete or remove any of Your Content for any reason, including where NASSP reasonably determines that Your Content violates these Terms of Use or is offensive or illegal, or may violate the rights of, harm, or threaten the safety of others.

By publishing, uploading, displaying or transmitting Your Content to the LMS, you permit and direct NASSP to create such copies of Your Content as may be deemed necessary to facilitate the posting and storage of Your Content on the LMS. By publishing, uploading, displaying, or transmitting Your Content to the LMS, you hereby grant to NASSP a limited, transferable, and worldwide license (which includes the right to sublicense) to copy, modify, publish, transmit, distribute, publicly perform, or publicly display Your Content and publish your name in connection with Your Content, except to the extent prohibited by law. You may remove Your Content at any time. If you remove Your Content, you agree that NASSP may preserve archived copies of Your Content and that any previous uses by NASSP prior to your removal shall remain fully permissible as set forth hereunder.

By publishing, uploading, displaying or transmitting Your Content to the LMS, you understand and agree that other users of your LMS community may access, view, store and reproduce any of Your Content posted by you on the LMS to the extent permitted herein, subject to any applicable restrictions. None of Your Content shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of Your Content. Without limitation of the foregoing, we shall be entitled to unrestricted use of the Your Content for any purpose without compensation to you. All personal information provided to the LMS will be handled in accordance with the Site's online Privacy Policy, the terms of which are incorporated into the Terms.

Note that we have no obligation to monitor the text, graphics, videos, images, music, sounds, and any other content the LMS users publish, upload, display, or transmit on or through the LMS (“Content”). However, we reserve the right in our sole discretion to review all activity and Content posted on the LMS and to stop activity and remove any Content at any time, for any reason, without notice.

User Code of Conduct

NASSP provides the LMS to you for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material, or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

Additionally, you represent and warrant that you will not visit or use the LMS to:

- publish, upload, display, transmit, or otherwise make available:
 - Any of Your Content that NASSP may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable.
 - Any of your content that would constitute, encourage, or provide instructions for a criminal offense or violate the rights of any party, or that would otherwise create liability or violate local, state, national, or international law.
 - Any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation.
 - Any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
 - Any of Your Content that NASSP may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the LMS, or that may expose NASSP or LMS users to any harm or liability of any type.
 - Any Personal Information or Protected Health Information (as defined in the Privacy Policy) of any third party.
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the LMS;
- obtain email addresses or other contact information of any individual from the LMS for the purposes of sending unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation in the Program;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the LMS.
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
- use or attempt to use another’s account, service, or system without authorization from NASSP or create a false identity on the LMS.

You are solely responsible for your interactions with other individuals who visit or use the LMS and resolving any disputes that might arise due to your interactions. Notwithstanding the foregoing, NASSP reserves the right to monitor disputes between you and other individuals who visit or use the LMS and to take any action that it, in its sole discretion, deems necessary up to and including termination of an individual's access to and use of the LMS.

We do not control the Content provided by other users which is made available through the LMS. You may find another user's Content to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the LMS. Please note that there are also risks of dealing with people acting under false pretense.

Hyperlinks from the Website

The LMS may contain hyperlinks to other websites and webpages ("Third-Party Websites") as well as to text, graphics, videos, images, music, sounds, and information belonging to or originating from other third-parties (collectively, "Third-Party Applications"). NASSP does not investigate, monitor, or review any Third-Party Website or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. NASSP is not responsible for the Third-Party pages, or any Third-Party Applications accessed through the Website. The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on the LMS does not indicate NASSP's approval or endorsement thereof. If you choose to leave the LMS to access any Third-Party Pages or Third-Party Applications, you do so at your own risk. We encourage you to read the privacy policies for those Third-Party Pages or Applications.

Intellectual Property Rights

Trademarks, logos, and service marks displayed or otherwise used on the LMS, including, but not limited to NASSP (collectively the "Intellectual Property"), are registered trademarks of NASSP. The Intellectual Property is protected by law. All rights in the Intellectual Property are reserved to NASSP. Nothing contained on the LMS should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the LMS without the written permission of NASSP or the third party that may own the Intellectual Property displayed on the LMS. Your misuse of the Intellectual Property displayed on the LMS is strictly prohibited.

Digital Millennium Copyright Act

Any copyright owner or its agent that believes that any Materials or other content on the LMS infringes upon its copyright(s) should give written notice to NASSP's authorized agent, listed below, in accordance with the Digital Millennium Copyright Act ("DMCA"). The notice to NASSP shall contain the following information:

- A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;
- Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;

- Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit NASSP to locate the material;
- The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;
- A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Any copyright owner or its agent may provide written submissions of alleged infringements to:

Hisham Khalid
National Association of Secondary School Principals,
1904 Association Drive
Reston, Virginia 20191-1537
Telephone: (703) 860-0200
Email: khaldh@nassp.org

A notice may not be valid if it fails to comply with all above-listed requirements.

Disclaimers and Warranties

Your use of the LMS (Learning Management System) is at [your] sole risk. The LMS and the materials located on or through the LMS are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal, financial, or other professional services. Any material that you download or otherwise obtain through your use of the LMS is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from NASSP, their subsidiaries, agents, affiliates and/or licensors, or other users of the LMS, or through or from the LMS shall create any warranty not expressly stated in these Terms of Use.

NASSP provides the LMS “as is” and “as available,” and NASSP, their subsidiaries, agents, affiliates and/or licensors do not represent or warrant to you that: (a) your use of the LMS will meet your academic requirements; (b) your use of the LMS will be uninterrupted, timely, secure, or free from error; (c) any information obtained by you as a result of your use of the LMS will be accurate or reliable; or (d) that defects in the operation or functionality of any software provided to you as part of the LMS will be corrected. To the fullest extent permissible pursuant to applicable law, NASSP expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability

Nothing in these terms of use shall exclude or limit NASSP's warranty or liability for losses, which may not be lawfully excluded or limited by applicable law. some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract, or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and NASSP's liability will be limited to the maximum extent permitted by law.

to the maximum extent permitted by applicable law, you expressly understand and agree that NASSP, their subsidiaries, agents, affiliates, and licensors shall not be liable to you for: (a) any indirect, incidental, special, consequential, or exemplary damages which may be incurred by you, however caused and under any theory of liability. this shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill, any loss of data suffered, or other intangible loss; or (b) any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of: (i) any changes which NASSP may make to the LMS, or for any permanent or temporary cessation in the provision of the LMS (or any features within the LMS); (ii) the deletion of, corruption of, or failure to store, any of your content and other communications data maintained or transmitted by or through your use of the LMS; (iii) your failure to provide NASSP with accurate personal information; or (iv) your failure to keep your password or account details secure and confidential.

The limitations on NASSP's liability to you shall apply whether, or not NASSP has been advised of or should have been aware of the possibility of any such losses arising.

Indemnification

You agree to indemnify, defend, and hold harmless NASSP and their respective officers, directors, employees, agents, and affiliates from and against any, and all legal claims arising from your inappropriate use of the LMS or your violation of any of these Terms of Use. Your indemnification obligation to NASSP shall survive these Terms of Use and your use of the LMS.

Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711)

We make no guaranty of confidentiality or privacy of any communication or information transmitted on the LMS or any web site linked to the LMS. We will not be liable for the privacy of the information, e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or other content transmitted over networks accessed by the site or otherwise connected with your use of the LMS.

Modification or Suspension of the LMS

You agree that NASSP may, in its sole discretion and at any time, modify, discontinue, or suspend its operation of the LMS, any part thereof or any LMS Materials, temporarily or permanently, without notice or liability to you.

Arbitration, Class Action Waiver, and Jury Trial Waiver

You and NASSP agree that any dispute, controversy or claim between you and NASSP, its agents, employees, officers, directors, principals, members, successors, assigns, subsidiaries, or affiliates (collectively for purposes of this section, "NASSP") arising out of or relating to these terms or the LMS shall be resolved in its entirety by individual (not class wide or collective) final and binding arbitration. class, mass, consolidated or combined actions or arbitrations or proceedings as a private attorney general are not permitted.

Arbitration uses a neutral arbitrator to resolve a dispute instead of a judge or jury. It results in a final and binding decision that is subject to limited appellate review. By agreeing to arbitration, you waive the right to resolve your dispute through other available processes such as court or administrative proceedings. An arbitrator must honor the terms in this Terms of Use and can generally award the same damages and relief a court can award under the law, including declaratory or injunctive relief. Certain rights that you might have in court such as access to discovery may be unavailable or limited in arbitration. The arbitrator shall have sole authority to, and shall, address all claims or arguments by both parties, concerning the scope, formation, legality, and enforceability of this arbitration clause and the arbitrability of any claim or issue arising between you and NASSP regardless of the date of accrual of such dispute or claim.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by these Terms, and will be administered by the AAA. You can find the AAA Rules online at <https://www.adr.org/consumer> or you can call the AAA at 800-778-7879 or write them at American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). All disputes shall be governed by the laws of the State of Virginia without regard to principles of conflict of laws. If there is a conflict between the AAA Rules and this arbitration clause and, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

You agree to first try to resolve the dispute or claim informally by contacting us in writing at NASSPIT@NASSP.org. If the dispute or claim is not resolved within 60 days of submission, you agree that you or the NASSP may initiate arbitration. To initiate the arbitration process, you must send a letter with a request for arbitration and a description of your claim to NASSP Legal Department at khalidh@NASSP.org. You may also send a copy to the AAA online at <https://www.adr.org>. The AAA's rules govern payment of all filing, administration, and arbitrator fees. You will be responsible for paying only your portion, if any, of the arbitration fees required under applicable AAA Rules regardless of which party prevails in the arbitration. Arbitration may be conducted at a location that is reasonably convenient for you. Upon request of either party, the arbitration shall be conducted via telephone to the extent permitted by the AAA Rules. The arbitrator will follow these Terms of Use and the award will be final and binding. At the conclusion of arbitration, the arbitrator shall issue a written decision explaining the basis for the award. Any awarded relief shall not exceed what is allowed by applicable law and the Terms of Use. The parties agree that any declaratory or injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for an error of law or legal reasoning. The parties shall bear their own costs and fees for any appeal. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Except as

may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive to the fullest extent allowed by law, any claims to recover punitive or exemplary damages.

You agree that this section shall apply to any dispute or claim with other parties arising out of or relating to the terms of use and the LMS, including the determination of the scope or applicability of this section, regardless of the date of accrual, except that you or any such third parties may take claims to small court if they qualify for hearing by such a court. If any portion of this legal disputes and mandatory arbitration clause is determined by a court to be inapplicable or invalid, the remainder of the clause shall still be given full force and effect.

Waiver of Jury Trial and Class Action. If for any reason a dispute or claim may proceed in court rather than in arbitration, each party to this agreement irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to these terms or the LMS (whether based on contract, tort or any other theory), unless such waivers are unenforceable. You and NASSP agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that the parties hereto have been induced to enter into this agreement by, among other things, the mutual waivers in this section.

Governing Law; Severability

You acknowledge and agree that any, and all disputes, claims, and causes of action arising out of, or in connection with, in whole or in part, your use of the LMS shall be resolved exclusively by a court of competent jurisdiction located in Fairfax County, Virginia. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms of Use, your rights and obligations, or the rights and obligations of NASSP, shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to any choice of law or conflict of law rules (whether of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Virginia.

Severability

The “Terms of Use” and “NASSP’s Privacy Policy”, together with any applicable software licensing agreement(s), shall constitute the entire agreement between you and NASSP related to your use of the LMS. The various provisions of Terms of Use and Privacy Policy are separate and independent and, should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect. The Terms of Use and Privacy Policy shall be binding on the parties and their respective successors and assigns.

Entire Agreement

The “Terms of Use” and the “NASSP Privacy Policy” shall constitute the entire agreement between you and NASSP with respect to the LMS. The “Terms of Use” and “Privacy Policy” shall be binding on the parties and their respective successors and assigns.