

## Terms of Service

Last updated: June 2, 2017

NEA welcomes you to Billing Portal (“Billing Portal” or “the site”). NEA provides the Billing Portal services (defined below) to you subject to the following Terms of Service (“Terms” or “Agreement”), which may be updated as specified below. These Terms govern your access to and use of any websites, mobile sites, mobile applications, products or services (“Services”) offered by the National Education Association (“NEA” or “us”, “we”, or “our”).

By accessing and using the services, you are “accepting” and agreeing to be bound by these Terms of Service to the exclusion of all other terms. If you do not unconditionally accept these terms in their entirety, you shall not (and you shall have no right to) access or use the services.

These Terms apply to all visitors, users and others who access or use the Services.

Wherever used in these Terms of Service, “you”, “your”, “Customer”, or similar terms means the person or legal entity accessing or using the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service.

### 1.0 Description of Billing Portal Services

**1.1 Services.** NEA provides individuals who use the Billing Portal Services with a rich set of tools including communication services, community forums, search services, personalized content and resources (all collectively referred to as the “Services”) Subject to the terms and conditions of this Agreement, and solely for your personal purposes or legitimate union business, NEA grants you a right to access and use the Services.

**1.2 Updates and Functionalities.** You acknowledge that from time to time NEA may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, NEA shall provide, implement, configure, install, support, and maintain at its own cost all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the “Updates”).

### **1.3 Acceptable Use.**

You shall:

- (i) be responsible for your compliance with these Terms of Service;
- (ii) be solely responsible for the accuracy, quality, integrity, and legality of any content you provide (including text, images, photos, videos, audio, and documents) and how you acquired or generated that content;
- (iii) use reasonable efforts to prevent unauthorized access to or use of Billing Portal and the Services, including keeping your password and user name confidential, signing out and exiting from the Services at the end of each session, and not

- permitting any third party to access or use your user name, password, or account for Billing Portal;
- (iv) be solely responsible and liable for all activity conducted through your account in connection with the use of Billing Portal and the Services;
  - (v) promptly notify NEA if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your user name, password, or account; and
  - (vi) use Billing Portal and the Services only in accordance with applicable laws and government regulations.

Prohibited uses: You can not:

- (i) download, copy, distribute, destroy or otherwise tamper with any data stored in Billing Portal;
- (ii) upload to, or transmit from Billing Portal any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component;
- (iii) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of Billing Portal;
- (iv) access Billing Portal in order to build a competitive product or service or copy any ideas, features, functions, or graphics of Billing Portal;
- (v) attempt to gain unauthorized access to the Services or its related systems or networks;
- (vi) use Billing Portal or the Services for any unlawful or illegitimate purpose including to damage NEA or a member of NEA; or
- (vii) authorize, permit, or encourage any third party to do any of the above.

**1.4 Violations of Acceptable Use Policy.** NEA may suspend your access to Billing Portal for violations of these Terms including abusive practices that degrade the performance of Billing Portal for you and/or other users of Billing Portal.

**1.5 Third-Party Products and Services.** You acknowledge that the Services may enable or assist you to access, interact with, and/or purchase services from third parties. When you access any such Third-Party Services, you will do so at your own risk. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not NEA. NEA makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

**1.6 Non-Exclusivity.** You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict NEA's right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.

## **2.0 Intellectual Property**

**2.1 Your Content in Billing Portal. The Services allow you** to upload, submit, store, send or receive content (“your content”). When you upload, submit, store, send or receive content to or through Billing Portal, you give NEA a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving Billing Portal, and to develop new services. This license continues even if you stop using Billing Portal. Some portions of the Billing Portal site may allow you additional ways to access and remove content, or may impose additional restrictions on any NEA use of the content posted on that site. Such modifications are described in NEA’s privacy statement, currently available at <http://www.nea.org/home/829.htm>, which may be modified from time to time.

**2.2 Billing Portal Services.** As between you and NEA, NEA retains all right, title, and interest in and to Billing Portal and the Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of NEA’s rights or interests therein or any other NEA intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to Billing Portal and the Services not expressly granted in this Agreement are reserved by NEA. You may from time to time provide suggestions, comments or other feedback to NEA with respect to Billing Portal and the Services (“**Feedback**”). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for NEA notwithstanding anything else. You shall, and hereby do, grant to NEA a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for the purpose of improving and promoting Billing Portal and the Services.

**2.3 Responsibility for Your Content.** You are solely responsible for the Content that you upload, publish, display, link to, or otherwise make available via Billing Portal and you agree that NEA is only acting as a passive conduit for the online distribution and publication of that content. Notwithstanding the foregoing, NEA retains the authority to remove any content that it deems in violation of this Agreement, at its sole discretion.

**2.4 Copyright Agent.** NEA respects the intellectual property of others. If you believe that your work or any other work has been used on our sites in a manner that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- (ii) a description of the copyrighted work claimed to have been infringed;
- (iii) a description of where the work that you claim is infringing is located on our sites;
- (iv) your address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

(vii) Our Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Earline Spence  
Copyright Agent  
National Education Association  
1201 16th Street, N.W.  
Washington, DC 20036  
E-mail: [espence@nea.org](mailto:espence@nea.org)

### **3.0 Warranties**

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER NEA NOR ITS AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES PROVIDED BY Billing Portal. THE SERVICES ARE PROVIDED “AS IS” WITHOUT FURTHER WARRANTY AS TO THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **4.0 Limitation of Liability**

YOU AGREE THAT NEA, OUR AFFILIATES, NEA MEMBER BENEFITS CORPORATION, NEA MEMBERS INSURANCE TRUST, AND THE NEA FOUNDATION, AND EACH ENTITY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PARTNERS SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, OUR SITES. THIS LIMITATION APPLIES WHETHER NEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, OR ANY OTHER BASIS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, CERTAIN LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

**5.0 Indemnity.** You agree to indemnify and hold harmless NEA, our affiliates, NEA Member Benefits Corporation, NEA Members Insurance Trust, and the NEA Foundation, and each entity's respective officers, directors, employees, agents, and partners from and against any claim or demand, including attorneys' fees, made by any third party in connection with:

1. any content that you transmit or otherwise make available via the Services,
2. your use of the Services,
3. your connection to our sites to use the Services, or
4. your violation of the Terms of Service.

## 6.0 About the Terms of Service

**6.1 Reservation of Rights.** We reserve the right, at any time, to update and change any or all of the Terms of Service, in our sole discretion. If we do so, we will post the modified Terms of Service on <https://www.billing.nea.org/> (the "**Site**"), though we will notify you of any changes that, in our sole discretion, materially impact these Terms of Service. Continued use of Billing Portal after any such changes have been made shall constitute your consent to such changes. You are responsible for regularly reviewing the most current version of these Terms of Service. When we change these Terms of Service, we will modify the "**Last Modified**" date above.

**6.2 Choice of Law.** You agree that the laws of the District of Columbia shall govern the Terms of Service and any disputes relating to our sites.

**6.3 Termination** You agree that NEA may, in its sole discretion, terminate your use of our sites for any reason, including but not limited to a violation of these Terms of Service, without prior notice to you. You also agree that NEA shall not be liable for any termination of access to our sites.

**6.4 Entire Agreement.** These Terms of Service constitute the entire agreement between you and NEA governing your use of our sites and supersedes any prior agreements, if any, between you and NEA relating to any matter dealt with in these Terms of Service. You may also be subject to additional terms that apply when you deal with advertisers or use links or third-party Content or services.