

SBCA Website Terms of Use

SBCA is incorporated in the District of Columbia and is tax exempt under Section 501(c)(3) of the Internal Revenue Code. SBCA undertakes its activities in accordance with its nonprofit and tax exempt status and all applicable laws.

By accessing this Site, you agree to comply with and are bound by these Terms of Use. SBCA reserves the right to change or modify the Terms of Use without notice at any time. Any changes or modifications will be effective upon including the revisions and changes on this page on the Site. Your continued use of this Site after we have posted revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use

Copyright

All materials on this website are owned, licensed, or used with permission by SBCA and are protected under the copyright laws of the United States and under applicable international treaties and conventions. Copyright 2018 SBCA. All rights reserved.

Any reproduction, retransmission, or republication of all or part of any materials on this site is expressly prohibited, except as specifically authorized by SBCA. Requests for permission to reprint any materials must be submitted to SBCA. Such requests must include a copy of the materials that will be used, and a detailed explanation of where and for what purpose the materials will be used. Contact information, including name, phone number, fax number, and email must also be provided in such requests. SBCA reserves the right to refuse permission to use its content if such use is deemed to be inconsistent with the mission, goals, bylaws, or policies of SBCA.

Trademarks

The names, trademarks, service marks, and logos of SBCA appearing on this site are owned by SBCA (the "marks") and may not be used in any advertising, publicity, or otherwise to indicate SBCA affiliation, without SBCA's prior express written permission. Use of the marks in a manner not consistent with such policies may result in legal action for trademark infringement.

Disclaimer

SBCA makes no representations or warranties about the accuracy or suitability of any information or materials on this website; all such content is provided on an "as is" basis. SBCA HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE CONTENTS OF THIS SITE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SBCA does not guarantee, warrant, or endorse the products or services of any firm, organization, or person.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SBCA BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR

RELATING TO THIS AGREEMENT OR YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, ANY CHANGES TO OR INACCESSIBILITY OF THE SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

Links

Although SBCA may include links providing direct access to other Internet sites, SBCA does not exert any editorial or other control over those other sites. SBCA, therefore, takes no responsibility for the content or information contained on, or reliability, security, or privacy policies of, any other sites.

No Legal or Professional Advice

The information contained in this website has been prepared or compiled by the SBCA as a service to its members and for the benefit of the public, and is not intended to constitute legal advice or the rendering of legal or consulting service of any kind. Users of this website should not in any manner rely upon or construe the information or resource materials on this website as legal or other professional advice and should not act or fail to act based upon the information in this website without seeking the services of a competent legal or other professional.

Third-Party Products and Services

Information about third-party products and services has been provided to SBCA by its Sustaining Member companies. SBCA makes no recommendations or endorsements concerning third-party products and services that are referenced or listed in this Web site. To the fullest extent permissible pursuant to applicable law, SBCA disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. SBCA does not warrant that the results that may be obtained from the use of any third-party product or service will be accurate or reliable or that the quality of any products, services, information, or other material obtained from a third party will meet your expectations or satisfy any standards.

Foreign Export Laws

Users agree to follow any applicable laws in using the SBCA site. Among other things, United States and foreign export control laws regulate the export and re-export of technology originating in the United States and such foreign countries. Users must abide by these laws and regulations as applicable and agree not to transfer, directly or indirectly, by electronic transmission or otherwise, any content or software from the SBCA site to or from any countries or foreign nationals in violation of such laws or regulations.

Waiver

Any failure by SBCA to enforce any of its rights under the Terms and Conditions or applicable laws shall not constitute a waiver of such right. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid the remaining Terms and Conditions provisions shall retain their full force and effect.

Governing Law and Jurisdiction

These Terms of Use are governed by and construed under the laws of the Commonwealth of Virginia, excluding only its conflict of law provisions. Each party to the SBCA website Terms of Use hereby submits to the exclusive jurisdiction of the courts within the Commonwealth of Virginia and waives any jurisdictional, venue, or inconvenient forum objections to such courts.