

TERMS OF USE

Effective: November 1, 2020

These Terms of Use (“Terms”) set forth the rules that govern your access or use of the websites <https://www.ne-ba.org/> and <https://www.channelyounba.com/> (collectively, the “Site”), which are owned and operated by Nebraska Broadcasters Association, Inc. (the “NBA”).

1. Acceptance of Terms.

These Terms constitute a legally binding agreement between you and the NBA. By accessing or using the Site, you confirm your agreement to be bound by these Terms. Do not use this Site if you do not fully agree with the Terms.

2. Modification of Terms.

The NBA reserves the right to modify these Terms at any time. Any modifications made will be posted on the Site. Please review these Terms frequently.

3. Authority.

You represent and warrant that you are of legal age and have all necessary authority to enter into and bind yourself under any agreements made with the NBA. If you are using the Site on behalf of a business or some other entity, you represent and warrant that you are authorized to agree to these Terms on behalf of the business or entity.

4. Age.

Children under 13 years of age are not permitted to use this Site and/or provide any Personal Information on this Site. You agree that you are at least 13 years old.

5. Privacy.

You have read and agree to our [Privacy Policy](#). By using the Site, you agree that the NBA can collect and use your Personal Information as outlined therein.

6. License.

Subject to your compliance with these Terms, the NBA grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and the NBA Content for your personal use or internal business use. The

Site and the NBA Content may not be used for any commercial purpose. Any rights not expressly granted herein are reserved by the NBA.

7. User Conduct.

You agree to comply with all applicable laws when accessing or using the Site or the NBA Content, and you may only access or use the Site or the NBA Content for lawful and customary purposes. You agree to provide only truthful, accurate, current, and complete information to the Site. You further agree that you will not transmit any information that contains a virus or bug or otherwise compromise the security of the Site.

8. Intellectual Property.

The content of the Site includes, without limitation, trademarks, service marks, logos, information, data, text, files, artwork, images, photographs, audio and video materials, and/or other materials (collectively, the “NBA Content”). The NBA Content and all rights therein are owned by the NBA, its licensors, sponsors, partners, advertisers, content providers, or other third parties and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The reproduction, distribution, sale, transmission, publication, broadcast, or dissemination of any NBA Content by you is prohibited unless express written consent is separately obtained from the NBA or the owner of such content if the NBA is not the owner. You may not modify, create derivative works from, disassemble, or reverse engineer any aspects of the Site or the NBA Content. You may not alter, delete, obscure, or conceal any copyright or other notices appearing in the NBA Content.

9. Third Party Resources.

The Site may feature links to other websites or information, materials, programs, and services provided by third parties (collectively, the “Third Party Resources”). The NBA has no control over such Third Party Resources or the business practices of the third parties providing such Third Party Resources. The NBA makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of the Third Party Resources. If you decide to access any of the third party websites, you do so entirely at your own risk.

10. Your Account.

In order to access certain aspects of the Site, you will need to register for a NBA Member account with a unique login and password (“Account”). You are responsible for maintaining the confidentiality of your password and are fully responsible and liable for any activity that occurs under your Account. You will not create more than one Account for yourself.

11. No Legal Advice.

The information on the Site and the NBA Content are for informational purposes only, and is not legal advice or a substitute for legal counsel.

12. Exclusion of Warranty.

Your use of the Site is at your sole risk. To the maximum extent allowed by law, the NBA makes no warranty of any kind regarding the Site and/or the NBA Content, all of which are provided on an “as-is” and “as available” basis.

13. Limitation of Liability.

The NBA assumes no responsibility and shall not be liable for any damages that occur based on your access to or use of the Site or the NBA Content, including, but not limited to, any and all losses, injuries, or claims of any kind resulting directly or indirectly from use of the Site or the NBA Content.

14. Indemnification.

To the maximum extent allowed by law, you shall defend and indemnify the NBA from and against any claim, loss, cause of action or demand, including attorney’s fees, brought against the NBA by any third party as a result of your use of the Site or the NBA Content or your breach of these Terms.

15. Governing Law.

These Terms shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without reference to conflict of law principles. Any legal action with respect to these Terms shall be brought exclusively in the state or federal courts located in Douglas County, Nebraska. You and the NBA agree to submit to the personal jurisdiction of such courts, and agree to waive any jurisdictional, venue, or inconvenient forum objections thereto.

16. Miscellaneous.

These Terms contain the entire agreement between you and the NBA, and supersede all prior agreements, regarding their subject matter. If any provision of these Terms shall be held illegal, void, or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. The NBA’s delay or failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. No joint venture,

partnership, employment, or agency relationship exists between you and the NBA as a result of this agreement.

Contact Us

If you have any questions about these Terms, please contact us by visiting the [Contact Us](#) page.