



TERMS OF SERVICE AGREEMENT (TOS)

The following Terms of Service (the "Agreement") is effective _____.

BETWEEN: **The National Contract Management Association (NCMA) Atlanta Chapter**, a not for profit organization [EIN: 27-1027401] existing under the laws of the State of Georgia:

AND: _____, a corporation organized and existing under the laws of _____, with its head office located at:

WHEREAS, the NCMA Atlanta is in the business of providing professional resources in the field of contract management to include educational training and certification. NCMA Atlanta is dedicated to the professional growth and educational advancement of procurement and acquisition personnel throughout the metropolitan area as well as the southeastern United States. NCMA Atlanta strives to serve and inform the profession it represents and to offer opportunities for the open exchange of ideas in neutral forums, and;

WHEREAS, this Agreement contains the NCMA Atlanta terms of engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

PARA 1: About This Terms of Service

The NCMA Supporting Partner / Sponsorship Terms of Service (TOS) consist of these terms / policies. The term of engagement for this TOS is for one (1) year. The agreement is to electronically publish an icon with a corresponding link within the NCMA Atlanta website in exchange for a payment amount at a sponsorship level / timeframe as follows:

\$10,000 – Large Business

\$8,000 – Small Business

It is a contract in electronic form between _____ and the Atlanta Chapter of the NCMA for Supporting Partner / Sponsorship Services ("the Services"). In addition, NCMA Supporting Partner shall receive all of benefits as outlined in Attachment A hereto in accordance with the selected sponsorship level. At the completion of the term of this TOS Agreement, NCMA Supporting Partner may choose to renew sponsorship at a revised level in accordance with the NCMA Atlanta rate structure that may be in effect at that time. If you choose to not renew the services at the completion of this TOS, services will be terminated promptly upon completion of this TOS Agreement.

PARA 2: Using Our Services



To use the Services, you must:

1. Be at least 18 years old;
2. Comply with applicable laws and regulations and not participate in, facilitate, or further illegal activities;
3. Immediately notify us if you learn of a security breach or other illegal activity on the Services;
4. Not engage in an activity that is harmful to us or our members, customers, advertisers, affiliates (including, but not limited to, the National Contract Management Association, our parent) or vendors.

To prevent violations and enforce this TOS and redress any violations, NCMA Atlanta can take any technical, legal, and other actions that NCMA Atlanta deem, in our sole discretion, necessary and appropriate without notice to you. NCMA Atlanta do not guarantee that the Services can be accessed through all devices or are available in all geographical locations.

NCMA Atlanta may, in our sole discretion, change any aspect of the Services or discontinue the Services without notice.

The Services are based in the United States. They are not designed or customized for any other country. You may use them only if they comply with the laws of the country from which you are accessing the Services.

PARA 3: Privacy Policy

This privacy policy applies to the information NCMA Atlanta collects about you from the Services:

Collection of Your Information:

NCMA Atlanta collect or receive information about you such as:

- registration-related information (such as name, addresses, e-mail addresses, telephone numbers);
- information about the level and number of years of the Services you select;
- financial information related to use of the Services; NCMA Atlanta does not disclose financial information to unaffiliated third parties other than in the limited circumstances permitted by law (for example, in response to a legal process). Only NCMA Atlanta Board Members and contractors who need to know this information in order to provide the Services to you are authorized to access financial information.
- transaction-related information (such as credit card or other preferred means of payment, billing, or a history of the Services purchased);
- customer service information about you and about the Services;
- other information specifically related to your use of the Services, including logos and links to your organization.

PARA 4: Sharing of Your Information

NCMA Atlanta does not rent or sell your information (such as name, address, telephone number and credit card information) to third parties for their marketing purposes. NCMA Atlanta may share your information with third parties to provide the Services you have requested.

NCMA Atlanta may use agents and contractors in order to help operate and provide the Services. Their use of information is limited to these purposes.



PARA 5: Display

Your information may be used for publicly communicating that you and others have supported NCMA Atlanta. For example, a banner or plaque displaying all partners/sponsors may be exhibited at NCMA Atlanta events.

PARA 6: Our Commitment to Security

NCMA Atlanta has established safeguards to help prevent unauthorized access to or misuse of your information, but cannot guarantee that your information will never be disclosed in a manner inconsistent with this Privacy Policy (for example, as a result of unauthorized acts by third parties that violate applicable law or the policies of NCMA Atlanta and its affiliated providers).

PARA 7: Changes to this Privacy Policy and Additional Information

NCMA Atlanta may update this Privacy Policy from time to time, so you should review this Policy periodically. You may be provided other privacy-related information in connection with your use of the Services as well as for special features and services not described in this Policy that may be introduced in the future.

PARA 8: Disclaimer of Warranties and Limitations on Remedies and Liability

NCMA ATLANTA SUPPLY THE SERVICES "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." NCMA ATLANTA DOES NOT WARRANT OR GUARANTEE THE SERVICES OR THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERROR. NCMA ATLANTA, OUR SUPPLIERS AND CONTRACTORS, AND AUTHORIZED PARTIES GIVE NO EXPRESS WARRANTIES OR GUARANTEES AND NCMA ATLANTA DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES.

NCMA ATLANTA, OUR SUPPLIERS AND CONTRACTORS, AND AUTHORIZED INDIVIDUALS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SERVICES.

SOME STATES DO NOT ALLOW US TO LIMIT OUR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR EXCLUDE CERTAIN WARRANTIES. IN THOSE STATES, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW.

IT IS HERBY RECOGNIZED BY THE PARTIES THAT NCMA ATLANTA SITES OCCASIONALLY "GO DOWN." WHILE NCMA ATLANTA WILL MAKE GOOD FAITH EFFORTS TO ENSURE NCMA ATLANTASITE OPERABILITY AND POSTING OF YOUR INFORMATION YOU HEREBY AGREE THAT YOU WILL HOLD NCMA ATLANTA HARMLESS AND WILL RECEIVE NO REFUND FOR WHATEVER TIMEFRAME THE SERVICES ARE NOT AVAILABLE. YOUR ONLY REMEDY FOR ANY DEFECT IN THE SERVICES IS TO CANCEL THE SERVICES.

PARA 9: Posting Content on Our Services

You can have content (e.g., logos, icons) posted to a Service only if (a) you created and own the rights to the content or you have the owner's express permission to post the content; and (b) the content does not infringe any other person's or entity's rights (including the copyrights, trademarks, or privacy rights) or violate any applicable laws, this TOS or any other posted policies. NCMA Atlanta can remove content for any reason.

You are responsible for any content you request to be posted to our Services and the consequences of sharing or publishing such content with others or the general public. This includes, for example, any information that is linked to your Service such as personal information, your work/home address, the work/home address of others, or your current location. NCMA ATLANTA ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF SHARING OR POSTING OR LINKING TO ANY PERSONAL OR OTHER INFORMATION ON OUR SERVICES.



You may not post content solely to solicit, recommend, endorse, or offer to buy or sell any goods or services. Use of this service is to sponsor/support NCMA Atlanta and any revenue collected by NCMA from you may be used for whatever legal purpose NCMA Atlanta elects to use it to maintain its mission/objectives.

Except as otherwise provided in this TOS, you or the owner of any content that you have posted to our Services retain ownership of all rights, title, and interests in that content. However, by posting content on a Service, you grant us and our assigns, agents, and authorized individuals the non-exclusive, irrevocable, transferable, royalty free, paid-up, perpetual, worldwide right and license to use, reproduce, modify, display, remix, co-mingle with other Sponsors/Supporting Partners, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate this content in any medium and through any form of technology or distribution. NCMA Atlanta own all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content (but not your original content).

Copyright and trademark owners can report alleged violations by following the instructions for reporting claims of copyright and trademark infringement.

As explained above, the SERVICE is for the selected one or two year period. If you do not elect to renew your service at the end of the term in accordance with the terms and conditions at that time, or you elect to cancel the service early, NCMA Atlanta will terminate your account and remove your logo/information from our site as soon as practicable. However, you hereby agree to hold NCMA Atlanta harmless for any failure by NCMA Atlanta to remove your posted information. NCMA Atlanta have no obligation to retain, store, or provide you with any data, information, e-mail, or other content that you uploaded, stored, transferred, sent, mailed, received, forwarded, posted or otherwise provide to us (collectively "posted" or "post") on the Services. NCMA Atlanta also have no obligation to remove any public data, content, or other information that you have posted on a Service or reactivate your account.

In our sole discretion, NCMA Atlanta may terminate your Service at any time by written notice and/or by removing your icon/link from the NCMA Atlanta website. NCMA Atlanta reserves the unilateral right to terminate for cause or its convenience with no obligation to return any payment in whole or in part and any dispute with this term will be addressed per the following section titled General Legal Terms.

PARA 10: General Legal Terms

This TOS constitutes the whole legal agreement between you and NCMA Atlanta for the Services and replaces any prior agreements between you and NCMA Atlanta.

NCMA Atlanta may modify this TOS from time to time. If you do not agree to the changes, stop using our Services by contacting NCMA Atlanta per the instructions in the following Section titled How to Contact Us. Your use of a Service after the effective date of any changes means that you agree to the changes.

NCMA Atlanta may assign this contract at any time without notice to you. You may not assign this contract to anyone else without our prior written consent.

The parties agree to work cordially together to resolve any dispute that may arise under the TOS. However, in any dispute with us, your sole remedy is to stop using your account and cancel any fee-based services. This includes any dispute related to, or arising out of: (1) any term of this TOS or our enforcement or application of this TOS; (2) any of our policies or practices, or our enforcement or application of these policies; (3) the content available on the Services or the Internet or any change in content provided by us; (4) your ability to access or use the Services; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

NCMA Atlanta is a non-profit organization, but NOT A CHARITY. It is your responsibility to properly and legally account for and treat all payments made for the Services in a manner legally compliant with all applicable accounting, tax, financial and disclosure laws and regulations.



You agree that the laws of the State of Georgia govern this contract and any claim or dispute that you may have against us. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us shall be resolved by a state or federal court located in Georgia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF GEORGIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF GEORGIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Registrations, agreements, and terms presented by us electronically to you have the same effect as one in writing and are legally enforceable as a signed writing. You also consent to receive all communications regarding our Services electronically from us. The delivery of any communication from us is effective when sent by us, regardless of when you receive or read the communication. In addition, NCMA Atlanta are not responsible for communications that do not reach you if you have not provided us with your current contact information. If you decided not to receive notices from us electronically, NCMA Atlanta may cancel your account and terminate access to the Services.

In accordance with applicable state, federal law or international law, NCMA Atlanta may be required by law to release information to a third party about your account. You agree to hold us harmless for the release of any information related to your account in connection with a civil subpoena including, but not limited to, any claims that you did not receive notice of the civil subpoena from us.

PARA 11: Relationship of Parties

NCMA Atlanta is an independent contracting party and nothing in the TOS shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Furthermore, it is not the intention of this TOS to confer a third-party beneficiary right of action upon any third party or entity whatsoever, and nothing contained herein will be construed so as to confer upon any third party or entity a right of action under this TOS or in any manner whatsoever.

PARA 12: Severability

If any term of this TOS is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this TOS shall remain in full force and effect.

PARA 13: How to Contact Us

If you have any questions or concerns about the TOS, you may contact us through the Contact Us link of the NCMA Atlanta website.



PARA 14: ENTIRE AGREEMENT

This TOS, together with its policies specifically referenced in this TOS constitutes the entire agreement with respect to the matters contained in this TOS and supersedes all prior oral or written representations and agreements with respect to its subject matter.

NCMA Atlanta
P.O. Box 467422
Atlanta, GA 31146

Authorized Signature and Date

Authorized Signature and Date

Carlos Smiley, President 2015 – 2016 Program Year

Print Name and Title

Print Name and Title