

**NATIONAL BOARD FOR CERTIFIED COUNSELORS, INC. AND AFFILIATES  
(NBCC)**

**NBCC WEBSITE TERMS OF USE AGREEMENT**

Effective Date: 9-1-18

**1. USE AGREEMENT PURPOSES AND DEFINITIONS.**

Welcome to [www.NBCC.org](http://www.NBCC.org). The National Board for Certified Counselors, Inc. and Affiliates (NBCC) owns and operates certain internet sites (NBCC Websites), which are operated to promote quality professional counseling and to explain NBCC credentialing and other services. The NBCC Websites are the exclusive property of NBCC. This Website Terms of Use Agreement (Use Agreement) governs all uses of the NBCC Websites by an individual user, including the use of the web content, products, technology, and services available on the NBCC Websites (NBCC Services), and the NBCC Content, as defined and explained below.

The content of the NBCC Website and NBCC Services includes, without limitation: (1) NBCC trademarks, service marks, logos, and other unique identifiers (collectively, NBCC Marks); (2) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork; and, (3) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, design and format, and arrangement of any content contained in or available through the NBCC Websites and/or the NBCC Services (collectively, NBCC Content). NBCC Content is the property of NBCC, its licensors, sponsors, partners, advertisers, content providers or other third parties. NBCC Content is protected by law, including, but not limited to: United States copyright, trade secret, patent, and trademark law; and, other state, national, and international laws, treaties, and regulations.

**Social Media**

NBCC also operates social media platform accounts that are accessible on or through the NBCC Websites, as well as directly through the social media platforms (NBCC Social Media). These social media platforms are not owned or operated by NBCC and may have their own policies and agreements that govern User access to, and use of, the platform and the NBCC Social Media included in the platform. To the extent that a social media platform does not have its own policies and agreements governing User access and use, and to the extent a social media platform's policies and agreements do not address the topics covered under this Use Agreement, this Agreement shall govern the use of all NBCC Social Media.

Throughout this Use Agreement, the NBCC Websites, NBCC Services, NBCC Content, and NBCC Social Media will be collectively referred to as the NBCC Properties.

**2. USE AGREEMENT ACCEPTANCE REQUIREMENTS.**

The NBCC Properties are available only to individuals who are eighteen [18] years of age and can enter into legally binding contracts under applicable law. This Use Agreement constitutes a

legally binding agreement between each User and NBCC regarding the access to and use of the NBCC Properties. Please carefully read the Use Agreement terms before accessing or using the NBCC Properties.

By accessing or using any of the NBCC Properties, a User agrees to comply with, and be bound by, this Use Agreement and any applicable NBCC policies that are incorporated herein by reference, including the NBCC Trademark Use Policy, Certification Mark Use Policy, and Privacy Policy. Respectively, these Policies are available at: <http://www.nbcc.org/resources/policydocumentlibrary>

**If a User does not agree to the terms of this Use Agreement, and the applicable NBCC policies incorporated herein by reference, the User must immediately terminate use of the NBCC Properties.**

**NBCC reserves the right to take any legal, administrative, or technical actions to prevent violation of these Use Agreement terms, or to protect the NBCC Properties, Users, or the rights and property of NBCC and its Affiliates.** For instance, if any false, inaccurate, unauthorized, or incomplete information is submitted to any of the NBCC Properties by a User, NBCC reserves the right to terminate his/her access to and use of the NBCC Properties.

**By using this website you consent to the potential use of “cookies” from this website in accordance with NBCC’s Terms of Use and website Privacy Policies.**

### 3. LIMITED USER LICENSE CONCERNING NBCC WEBSITES, SERVICES, AND CONTENT.

This Use Agreement creates two (2) licenses: a license regulating a User’s access to, and use of, the NBCC Websites, the NBCC Services, and the NBCC Content; and a license regulating a User’s access to, and use of, the NBCC Social Media.

- A. License Grant. Each User is granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the NBCC Websites, NBCC Services, and NBCC Content, conditioned on the User’s continued acceptance of, and compliance with, this Use Agreement. A User may access and use the NBCC Websites, NBCC Services, and NBCC Content only for his/her personal and non-commercial use, and for no other purpose, unless specifically authorized by NBCC. NBCC reserves the exclusive right(s): to bar, restrict, or suspend a User’s access to the NBCC Websites, NBCC Services, and NBCC Content; and to terminate this license at any time for any reason. NBCC also reserves all rights not explicitly granted in this Use Agreement.
- B. License Restrictions. When accessing and/or sharing NBCC properties, users may not modify, translate, create derivative works of, market, remove or alter any proprietary notices or labels from, lease, sell, sublicense, or reverse engineer, the NBCC Websites, the NBCC Services, any NBCC Content, or any portion thereof, unless otherwise expressly stated in this Use Agreement, or unless prior express permission is granted by NBCC. Users may not: (1) use the NBCC Websites, the NBCC Services, and the NBCC Content for any unauthorized or illegal purpose; (2) interfere with the proper working of the NBCC

Websites and NBCC Services including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (3) interfere with any other person's use and enjoyment of the NBCC Websites, the NBCC Services, and/or the NBCC Content.

4. LIMITED USER LICENSE CONCERNING NBCC SOCIAL MEDIA.

NBCC Social Media includes accounts within the following social media platforms:

Facebook

LinkedIn

Twitter

This list of NBCC Social Media is not comprehensive and is subject to change from time to time.

- A. License Grant. Each User is granted a personal, revocable, limited, non-exclusive, non-transferable license to access, share, and use the content and information on all NBCC Social Media, conditioned on the User's continued acceptance of, and compliance with, this Use Agreement. A User may access and use the content and information on the NBCC Social Media only for his/her personal and non-commercial use, and for no other purpose, unless specifically authorized by NBCC. NBCC reserves the exclusive right(s): to bar, restrict, or suspend a User's access to the NBCC Social Media; and, to terminate this license at any time for any reason. NBCC also reserves all rights not explicitly granted in this Use Agreement.
  
- B. License Restrictions. When accessing and/or sharing NBCC properties, users may not modify, market, remove or alter any proprietary notices or labels from, lease, sell, sublicense, reverse engineer, the content and information published by NBCC on the NBCC Social Media, or any portion thereof, unless otherwise expressly stated in this Use Agreement, or unless prior express permission is granted by NBCC. Notwithstanding this restriction, an authorized User may copy, distribute, display, republish, repost, or retweet the content and information published by NBCC on the NBCC Social Media, or otherwise disseminate such content and information consistent with the relevant social media platform capabilities, so long as the content and information remains in its original form. Users may not: (1) use the NBCC Social Media, and the content and information published by NBCC thereon, for any unauthorized or illegal purpose or activity; (2) interfere with the proper working of the NBCC Social Media including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (3) interfere with any other person's use and enjoyment of the NBCC Social Media.

NBCC reserves the right, but does not have the obligation, to monitor NBCC Social Media and delete any postings, tweets, text, graphics, logos, photos, music, videos, and all other audible, visual, or downloadable materials at any time for any reason.

5. PROPRIETARY RIGHTS.

As explained in this Agreement, the NBCC Content is the property of NBCC, its licensors, sponsors, partners, advertisers, content providers, or other third parties. The modification, reproduction, copying, cloning, creation of derivative works, transmission, distribution, sale, leasing, marketing, publication, broadcast, circulation, dissemination, transferring, decompiling, reverse engineering, or incorporation into any information retrieval system of any NBCC Content by a User, or by a User through any other person or entity, is prohibited without the express written authorization of NBCC, or the owner of such content, if NBCC is not the owner. Any use of the NBCC Marks without the express written consent from an authorized NBCC representative is strictly prohibited.

A User may not alter, delete, obscure, or conceal any copyright or other notices appearing in the NBCC Content, including any such notices appearing on any NBCC Content a User is permitted to download, transmit, display, print, or reproduce from the NBCC Websites or NBCC Services. User access to, and use of, the NBCC Content is further explained in Section 3 of this Use Agreement.

The content and information published by NBCC on the NBCC Social Media (Social Media Content) may include, without limitation, postings, data, materials, text, images, graphics, photos, music, videos, artwork, other visual or downloadable materials, and NBCC Marks. Social Media Content is the property of NBCC, its licensors, sponsors, partners, advertisers, content providers, or other third parties. To the extent permitted by any applicable policies and rules of the relevant social media platform, Social Media Content is protected by law including, but not limited to: United States copyright, trade secret, patent and trademark laws; and other applicable state, national, and international laws, treaties, and regulations.

#### 6. PERSONAL LOGIN INFORMATION FOR NBCC WEBSITES AND NBCC SERVICES.

Certain features and areas of the NBCC Websites and NBCC Services require User registration and login. If a User is required to register and select a unique login and password (Login Information), he/she must keep the Login Information confidential. A User's Login Information is personal to that User, and he/she may not allow any third party to use it under any circumstances. NBCC is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of a User's Login Information. When a User believes that there will be, or has been, any unauthorized use of his/her Login Information, or otherwise wishes to deactivate the Login Information due to security concerns, the User must contact NBCC immediately by email or telephone for corrective action instructions.

#### 7. USER OBLIGATIONS WITH RESPECT TO NBCC PROPERTIES.

Each User warrants that he/she will abide by all applicable local, state, national, and international laws and regulations with respect to use of the NBCC Properties. In addition, each User agrees to the following use requirements:

- The User will not interfere with the use and enjoyment of the NBCC Properties by other users;

- The User will not interfere with NBCC's operation and management of the NBCC Websites, NBCC Services, and NBCC Social Media;
- The User will provide true, accurate, current, authorized, and complete information when submitting information or materials to or through the NBCC Websites, NBCC Services, and NBCC Social Media, including, without limitation, information required to be provided through an NBCC application for certification;
- The User will not impersonate any other person or entity, whether actual or fictitious, when using the NBCC Properties; and
- The User will not defame or otherwise harm any party, including NBCC, through their use of the NBCC Properties.

#### 8. USER GENERATED CONTENT.

NBCC does not claim ownership of content that Users submit to, or post on, the NBCC Websites and NBCC Social Media, such as information, comments, or posts that Users submit on NBCC forums, blogs, social media, or other websites (User Generated Content). Each User agrees that he/she alone is fully responsible for the User Generated Content that he/she submits, and that he/she owns, or has the rights to use. Each User agrees that by submitting User Generated Content, he/she hereby grants to NBCC a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, publish, modify, and create derivative works of the User Generated Content, subject to the NBCC Privacy Policy and this Agreement.

When submitting User Generated Content, a User will abide by the NBCC Trademark Use Policy and the NBCC Certification Mark Use Policy, which are incorporated herein by this reference. Links to these Policies are provided in Section 2 of this Use Agreement, above. Additionally, regarding the submission of User Generated Content, current NBCC and Affiliates certificants and credential holders will comply with the Code of Ethics for NBCC and NBCC Affiliates, which is incorporated herein and available at: <http://www.nbcc.org/ethics> and <http://www.cce-global.org/prof/ethics>

9. USER RESPONSIBILITY FOR USE OF THE INTERNET AND THE NBCC PROPERTIES.

Use of the internet and the NBCC Properties is solely at the Users' risk and is subject to all applicable local, state, national, and international laws and regulations. NBCC does not guarantee the confidentiality or security of any communication or other material transmitted to or from the NBCC Websites and NBCC Social Media over the internet or other communication network. NBCC is not obligated to correct or update the NBCC Properties, or the User Generated Content.

10. THIRD PARTY INFORMATION AND MATERIALS.

The NBCC Properties may include materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, or other information made available by third parties (Third Party Information), such as content providers and other users of the NBCC Properties, are those of the respective third party and not of NBCC or its affiliates. NBCC makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such Third Party Information.

11. ADVERTISERS.

The NBCC Websites and/or NBCC Social Media may contain advertisements of third parties. The inclusion of advertisements on the NBCC Websites or NBCC Social Media does not imply endorsement of the advertised products or services by NBCC. NBCC is not responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the NBCC Websites or NBCC Social Media. Further, NBCC is not responsible or liable for the statements or conduct of any third party advertisers appearing on the NBCC Websites or NBCC Social Media. Each User is solely responsible for any communications or transactions he/she has with any third party advertiser.

12. LINKS TO THIRD PARTY WEBSITES AND THIRD PARTY TRANSACTIONS.

The NBCC Websites and NBCC Social Media may provide links to other internet sites for a User's convenience, including links through online banner advertisements. These other sites are maintained by third parties over which NBCC exercises no control, and for which NBCC has no responsibility. The appearance of any such third party links is not intended to endorse any company, service, or product. If a User accesses any third party sites linked to the NBCC Websites or NBCC Social Media, they do so entirely at their own risk.

13. LINKS TO NBCC WEBSITES OR NBCC SOCIAL MEDIA.

Links posted by third parties to the NBCC Websites or NBCC Social Media (Third Party Links) cannot include or use the NBCC Marks. Third Party Links cannot include or suggest that NBCC promotes or endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Each Third Party Link to any portion of the NBCC Websites or NBCC Social Media shall be the responsibility of the linking party. NBCC reserves the right to require any linking party to disable or remove any link to the NBCC Websites or NBCC Social Media.

14. WARRANTIES DISCLAIMED.

The NBCC Properties are provided “as is” and “as available.” Neither NBCC, its affiliates, subsidiaries, employees, officers, or trustees nor any of its agents, representatives, suppliers, advertisers, promotional partners, or licensors (collectively, NBCC Parties) provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (1) the NBCC Properties, or any results that may be obtained by Users, are complete, accurate, reliable or non-infringing; (2) access to the NBCC Properties will be uninterrupted, timely, secure, or error free; (3) the quality of any products, services, information or other material purchased or obtained by Users through the NBCC Properties will meet User expectations; or (4) the NBCC Properties will remain unchanged or accessible. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property. NBCC shall not be liable for omissions, typographical errors, or out-of-date information that appears on the NBCC Properties.

15. LIMITATION OF LIABILITY.

The NBCC Parties shall not be liable, and disclaim any liability, for any claim, loss, or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary, or punitive damages of any kind whatsoever in connection with, as a result of, or arising: (1) out of the use of or inability to use the NBCC Properties; (2) from any interruption in the availability of the NBCC Properties; (3) from any loss of data and/or from any equipment failure; (4) out of the procurement of substitute goods or services resulting from any problems with the goods, content, and/or services purchased or obtained from the NBCC Properties, or transactions entered into, through or from the NBCC Properties; (5) from unauthorized access to or alteration of User transmissions or data; (6) from statements or conduct of any third party on the NBCC Websites or NBCC Social Media; (7) from any delay or failure of the NBCC Properties arising out of causes beyond NBCC’s control; (8) out of the use of, reference to, or reliance on, the NBCC Properties; (9) out of any third party materials, information, products and services contained on, or accessed through, the NBCC Websites, NBCC Services, and/or NBCC Social Media; (10) out of any content, materials, accuracy of information, and/or quality of the products, services or materials provided by or advertised on third party websites; or (11) out of any other matter relating to the NBCC Properties.

16. WARRANTY EXCLUSIONS PERMITTED BY 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 in Sections 14 and 15 above that are lawful in the User's jurisdiction will apply to the User, and NBCC's liability will be limited to the maximum extent permitted by law.

17. EXCLUSIVE REMEDY.

In the event a User is dissatisfied with, objects to, or otherwise disputes, this Use Agreement, and/or the NBCC Properties, the User agrees that his/her sole right and exclusive remedy is to terminate his/her use of the NBCC Properties, even if that right or remedy is deemed to fail of its essential purpose. Each User agrees that NBCC has no other obligation, liability, or responsibility to the User or any other party.

18. INDEMNIFICATION OF NBCC.

To the fullest extent permitted by law, a User shall defend, indemnify, and hold harmless the NBCC Parties from and against all claims arising from or in any way related to the User's use of the NBCC Properties, a violation by the User of this Use Agreement, or any other actions connected with a User's access to and use of the NBCC Properties, including any liability or expenses, losses, damages, suits, judgments, settlements, litigation costs, and attorneys' fees. NBCC will provide prompt written notice of any such claims, but failure to provide such notice will not release a User from any of his/her obligations pursuant to this Section except to the extent that a User is actually prejudiced by such failure, and will not relieve a User from any other liability that a User may have to the NBCC Parties other than under this Section.

19. NBCC AGENT FOR ALLEGED COPYRIGHT INFRINGEMENT BY THIRD PARTY.

If a User believes that his/her work has been copied and posted on the NBCC Websites, NBCC Services, or NBCC Social Media in a way that constitutes copyright infringement, the User should notify the NBCC agent, designated under the Digital Millennium Copyright Act, 17 U.S.C. §512 (the DMCA), who will respond to such concerns. The User must submit the following information, required by the DMCA, to NBCC's designated agent (User Notice): an electronic or physical signature of the person authorized to act on behalf of the owner or the copyright interest; a description of the copyrighted work that the User claims has been infringed; a description of where the material that the User claims is infringing is located on the NBCC Websites, NBCC Services, or NBCC Social Media; the User's address, telephone number, and email address; a written statement by the User that he/she has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by the User, made under the penalty of perjury, that the above information in the User Notice is accurate, and that the User is the copyright owner or is authorized to act on behalf of the copyright owner.

DMCA CONTACT:

Sherry Allen  
Chief Mission Officer, NBCC and Affiliates  
3 Terrace Way



Greensboro, NC 27403  
communications@nbcc.org

Upon receipt of the User Notice as described above, NBCC will take whatever action it deems to be appropriate, in its sole discretion, and in accordance with applicable law. Such action may include removal of the identified content from the NBCC Websites, NBCC Services, and/or NBCC Social Media.

20. TERM AND TERMINATION.

This Use Agreement will take effect at the time a User begins using the NBCC Properties. NBCC reserves the right, with or without notice, at any time and for any reason, to deny a User access to the NBCC Properties, or to any portion thereof. This Use Agreement will terminate automatically if a User fails to comply with the terms set forth herein. A User may terminate this Use Agreement at any time by ceasing to use the NBCC Properties, but all applicable provisions of this Use Agreement will survive such termination. Upon termination, a User must destroy all copies of any portion of the NBCC Properties in his/her possession.

21. GOVERNING LAW.

This Use Agreement and all matters regarding a User's access to and use of the NBCC Properties shall be governed by, construed in accordance with, and enforced under the laws of the State of North Carolina, USA, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act (UCITA), nor the United Nations Convention on Contracts for International Sale of Goods, apply, and their applicability is expressly excluded. When the NBCC Properties are accessed from a location outside of the United States, the User does so at his/her own risk and is solely responsible for compliance with applicable laws, including the laws of the User's jurisdiction.

Printed copies of any and all agreements and/or notices in electronic form, such as copies of this Use Agreement, shall be admissible in any legal, investigative, administrative, or regulatory proceedings.

22. WAIVER AND SEVERABILITY.

The failure of NBCC to exercise or enforce any right or provision in this Use Agreement shall not constitute a waiver of such right or provision. If any provision of this Use Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, said determination will not affect the validity and enforceability of the remaining provisions, and such provision shall be enforced to the fullest extent permitted by law.

23. ASSIGNMENT.

NBCC may assign its rights, and delegate its obligations, under this Use Agreement, in whole or in part, at any time. A User may not assign any rights, or delegate any of his/her obligations, under this Use Agreement to any other person or entity. Any attempt by a User to assign rights or delegate responsibilities under this Use Agreement is void and without effect.

24. ADDITIONAL TERMS AND CONDITIONS.

The NBCC Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the NBCC Properties (Additional Terms and Conditions), are incorporated herein by this reference. To the extent that there is a conflict between this Use Agreement and any Additional Terms and Conditions for the activity in which a User chooses to participate, the Additional Terms and Conditions will govern.

25. CLICK-THROUGH AGREEMENTS.

Before using certain areas of the NBCC Websites, a User may be asked to indicate his/her acceptance of additional terms and conditions by clicking a button marked "I Accept," "I Agree," "Okay," "I Consent," or other words or actions that similarly acknowledge the User's consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between this Use Agreement and any Click-Through Agreements for the activity in which a User chooses to participate, the Click-Through Agreement will govern.

26. COMPLETE AGREEMENT.

This Use Agreement, together with any Agreement revisions, any Additional Terms or Conditions, any Click-Through Agreements, and any NBCC Policies incorporated by reference, constitute the entire agreement between a User and NBCC relating to the access to and use of NBCC Properties. This Use Agreement supersedes any previous written or oral communication between NBCC and a User regarding access to and use of the NBCC Properties.

27. STATUTE OF LIMITATIONS.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to a User's access to, and use of, the NBCC Properties must be initiated and filed by a User within one (1) year after such claim or cause of action arose, or be forever barred.

28. AMENDMENTS TO THE USE AGREEMENT.

NBCC reserves the right to amend this Use Agreement at any time, for any reason. NBCC will provide notice that the Use Agreement has been amended by changing the Effective Date at the beginning of the Agreement. Each time a User accesses any of the NBCC Properties, the current version of the Use Agreement will apply. Accordingly, a User should check the Agreement Effective Date and review any changes each time he/she uses or reviews the NBCC Websites, NBCC Services, or NBCC Social Media. If a User does not accept this Use Agreement, he/she may not access or otherwise use the NBCC Properties.

29. PRIVACY POLICY.

For information about NBCC's data protection practices, and its use and protection of a User's personal information submitted in connection with access to, and use of, the NBCC Websites and NBCC Services, please review the NBCC Privacy Policy, which is incorporated herein by reference and available at [www.nbcc.org](http://www.nbcc.org).

30. CONTACT INFORMATION FOR USER QUESTIONS AND CONCERNS.

Questions or concerns regarding this Use Agreement, or the NBCC Properties, should be submitted to the NBCC's Chief Mission Officer at: [communications@nbcc.org](mailto:communications@nbcc.org)