

New York State Builders Association

Website Terms of Service

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of nysba.com and the associated online services operated by the New York State Builders Association ("NYSBA," "we," "us," or "our"), including our membership portal, event and program registration, our Education Center, award programs such as the Empire Building Awards, and NY Build PAC contribution pages (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

2. Other Applicable Terms

Certain Services are governed by additional, program-specific terms, which are incorporated into these Terms by reference and control in the event of a conflict with these Terms as to that program:

a. Education Center.

Use of our Education Center is also governed by the NYSBA Education Center Terms of Service.

b. Award Programs.

Entry into an NYSBA award program, such as the Empire Building Awards, is also governed by that program's own Terms & Conditions.

c. Privacy.

Our collection and use of information is described in the NYSBA Website Privacy Policy, which is incorporated into these Terms by reference.

3. Eligibility

a. General.

The Services are intended for a professional audience. By using the Services, you represent that you are at least 18 years of age and capable of forming a binding contract.

b. Children.

The Services are not directed to children under 13, and we do not knowingly collect personal information from children under 13, consistent with our Privacy Policy.

c. Membership Eligibility.

Access to member-only areas of the Services, and certain rates, benefits, or programs, is limited to members of NYSBA or an affiliated local Home Builders Association (HBA) in good standing, as determined by NYSBA's bylaws and policies then in effect.

4. Accounts

a. Registration.

Certain Services, including the membership portal, event registration, and the Education Center, require you to register for an account and provide accurate, current, and complete information.

b. Your Responsibility.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us promptly using the contact information in Section 17 if you suspect unauthorized use of your account.

c. Our Rights.

We may suspend or terminate any account, and refuse, restrict, or cancel access to the Services, at our discretion, including for a violation of these Terms or non-payment of dues or fees owed to NYSBA.

5. Dues, Fees, and Payments

a. Membership Dues.

Access to member benefits is contingent on payment of applicable dues in accordance with NYSBA's dues schedule and policies then in effect.

b. Events and Programs.

Events and programs offered through the Services are currently provided free of charge. If NYSBA charges a fee for an event or program in the future, the applicable fee, payment terms, and any cancellation or refund policy will be disclosed at the time of registration for that event or program.

c. Payment Processing.

Payments for membership dues, NY Build PAC contributions, and any future event or program fees are processed through third-party payment processors. We do not store full payment card numbers on our own servers. Your use of a payment processor is also subject to that processor's own terms.

d. NY Build PAC.

Contributions made through NY Build PAC pages are subject to New York State Election Law campaign finance reporting requirements, as described in our Privacy Policy.

6. Acceptable Use

You agree not to:

- Use the Services for any unlawful purpose or in violation of these Terms;
- Misrepresent your identity, membership status, or affiliation with any HBA or company;
- Interfere with or disrupt the operation of the Services, or attempt to gain unauthorized access to any account, system, or network connected to the Services;
- Upload or transmit content that is unlawful, infringing, defamatory, or that violates the rights of any third party;
- Use automated means to access, scrape, or collect data from the Services without our prior written consent; or
- Use the Services to send unsolicited commercial communications.

7. User Content

a. License Grant.

If you submit content to the Services — such as testimonials, photographs, comments, or materials submitted in connection with an event, program, or award — you grant NYSBA a non-exclusive, royalty-free, worldwide license to use, reproduce, display, publish, and distribute that content for purposes of operating, promoting, and publicizing NYSBA and the Services, consistent with our Privacy Policy and any applicable program-specific terms.

b. Your Warranties.

You represent that you own or have the necessary rights to any content you submit, and that it does not infringe or violate the rights of any third party.

c. Our Discretion.

We may remove or decline to display any user content at our discretion.

8. Intellectual Property

The Services, including all text, graphics, logos, design, and other content provided by NYSBA (excluding user content), are the property of NYSBA or its licensors and are protected by copyright, trademark, and other intellectual property laws. Except as expressly permitted, you may not reproduce, distribute, modify, or create derivative works from the Services without NYSBA's prior written consent.

9. Third-Party Links and Services

The Services may link to or integrate with third-party websites and platforms, including HBA members, sponsors, government resources, our Education Center platform, and payment processors. We do not control and are not responsible for the content, accuracy, or practices of those third parties. Your use of any third-party site or service is subject to that party's own terms and privacy practices.

10. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NYSBA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

11. Limitation of Liability

To the maximum extent permitted by law, NYSBA, its officers, directors, employees, and affiliates shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to your use of, or inability to use, the Services.

Nothing in these Terms limits liability that cannot be excluded under applicable New York law.

12. Indemnification

You agree to indemnify and hold NYSBA harmless from any claims, damages, or expenses (including reasonable attorneys' fees) arising from your use of the Services or your violation of these Terms.

13. Termination

We may suspend or terminate your access to the Services at any time, with or without cause, including for a violation of these Terms. Provisions of these Terms that by their nature should survive termination will survive, including Sections 8, 10, 11, 12, and 15.

14. Changes to These Terms

We may update these Terms at any time, in our sole discretion, to reflect changes in our practices, Services, or for other operational, legal, or regulatory reasons. The Effective Date below reflects the date of the most recent revision. Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

15. Governing Law and Venue

These Terms are governed by the laws of the State of New York, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in Albany County, New York, and you consent to the jurisdiction of those courts.

16. Severability; Entire Agreement

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full effect. These Terms, together with our Privacy Policy and any program-specific terms incorporated by reference, constitute the entire agreement between you and NYSBA regarding the Services.

17. Contact Us

New York State Builders Association

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