



Website Privacy Policy

Terms of Use

BY USING OR ACCESSING OUR WEBSITE OR DOWNLOADING MATERIALS FROM OUR WEBSITE YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE.

This Terms of Use Agreement (the "Agreement") is a legal agreement between you and the Hispanic National Bar Association ("HNBA" "we" or "us") governing your use www.theHNBA.com (the "Website").

General

Please note that by accessing, viewing, using, or downloading materials from the Website, you agree to be legally bound by all of the terms, conditions and notices contained or referenced in this Agreement.

We may revise the information on the Website or otherwise change or update the Website, including this Agreement. If we make changes to this Agreement, we will post notice of the modifications to the Agreement on this page. Changes will become effective no sooner than fourteen days after they are posted. Nevertheless, if the changes are required by law, then they will be effective immediately. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes to our policies that may affect you. HNBA may also make improvements and/or changes in products described on the Website, add new features, or terminate the Website at any time without notice. If you do not agree to the Agreement as modified, then you must discontinue your use of the Website. Your continued use of the Website will signify your continued agreement to this Agreement as it may be revised.

User-Submitted Information and Grant of License

You must exercise caution, good sense and sound judgment in using the Website. You are responsible for any material and information ("Content") you transmit to us through the Website (or through email). You agree, represent and warrant that any Content you transmit to us through the Website (or through email) is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content.

HNBA does not want you to, and you should not, send any confidential or proprietary Content to us through the Website unless specifically requested. Please note that any unsolicited Content sent to us will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information, through the Website, you grant to HNBA (or warrant that the owner of such information and material has expressly granted to HNBA) a royalty-free, perpetual, irrevocable, and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit and distribute or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, or screen name, hometown, photograph, portrait, picture, voice, likeness and biographical information as news or information in any and all media and for advertising or promotional purposes, whether or not in connection with your Content. You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website, and to tag, rate, review, comment on, use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Website and under this Agreement. You also agree that HNBA is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose. PLEASE DO NOT SEND US ANY IDEAS, SUGGESTIONS, OR OTHER CONTENT THAT YOU WISH US TO KEEP CONFIDENTIAL OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION.

You shall not upload, post or otherwise make available on or through the Website any content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission.

Registration

You are not obligated to register with us in order to access the Website. However, certain sections and features of the Website are available only to visitors to the Website who have registered for user IDs and passwords ("Secure Users"). If you are a Secure User, you agree to accurately maintain and update any information about yourself that you have provided to us. If you do not maintain such information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Website. You further agree that you are responsible for all activities that occur under your Secure User account or password. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer so others may not access the Website in violation of this Agreement. You may only have one active Secure User account on the Website at any given time and only you may use your designated account to access the Website. You also agree to promptly notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Website by emailing us at info@HNBA.com. In addition, you agree to exit from your Secure User account at the end of each session. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Website Security

You are prohibited from violating, or attempting to violate, the security of these Website. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

Unauthorized Use or Access

Unless otherwise expressly authorized in this Agreement or on the Website, you may not take any action to interfere with the Website or any other user's use of the Website. While using the Website you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In addition, we expect users of the Website to respect the rights and dignity of others. Your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section. You may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution or otherwise make available to or through the Website any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Impersonate any person or entity, including without limitation any representative of HNBA; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that we endorse any statement you make;
- Disseminate on the Website any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about users of the Website;
- Interfere with or disrupt the operation of the Website or others' use of the Website in any way (including without limitation by hacking or defacing any portion of the Website);
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website;
- Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website;
- Use the Website for any fraudulent or unlawful purpose;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.

Our Intellectual Property Rights

Copyright

Content made available on the Website is protected by copyright, and, except as set forth below, the use of any Content available on these Website is strictly prohibited. No Content from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may use Content purposely made available by us for downloading from these Website, provided that you (1) keep intact all copyright and other proprietary notices, (2) use such information pursuant to any licenses associated with such Content, (3) do not copy or post such information on any networked computer or broadcast it in any media, (4) make no modifications to any such information, and (5) do not make any additional representations or warranties relating to such information. You agree not to circumvent, disable, or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content.

Any unauthorized use or modification of any of the Content available on the Website is a violation of the copyrights and other proprietary rights of HNBA, or other copyright owners where so indicated. Permission for all other uses of Content contained herein, including reproducing and distributing multiple copies or using Content on any other website or networked computer or linking to any page at the Website except the "home pages" of the Website must be obtained from us or the appropriate rights owner in advance; otherwise, such use is prohibited. Requests for such authorization from us should be submitted via an email to copyright@HNBAint.com. All design rights, databases and compilation and other intellectual property rights associated with these Website, in each case whether registered or unregistered, and related goodwill, are proprietary to HNBA. Except as otherwise expressly authorized herein or in writing in advance by HNBA, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on all or any part of the Website or the Content.

Trademarks

All rights in the trademarks, service marks, logos, trade names, product names, product packaging and designs of HNBA or third parties whether or not appearing in large print or with the trademark symbol, belong exclusively to us or their respective owners and are protected under national and international trademark and copyright laws. You are not permitted to reproduce, download or otherwise use such trademarks, service marks, logos, trade names, product names, product packaging and designs without the prior express written consent of the owner of such mark.

Links to Affiliate or Third-Party Website

We may provide on this Website, solely as a convenience to users, links to website operated by our affiliates or other entities. If you use these website, you will leave the Website. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked website or the information appearing thereon or any of the products or services described thereon. Links do not imply that HNBA is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of HNBA.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITE AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITE AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Third-Party Content

Any information, statements, opinions or other information provided by third parties and made available on the Website are those of the respective author(s) and not HNBA. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any opinion, advice, service, offer, statement or other Content on the Website other than those from an authorized HNBA representative acting in his/her official capacity. Under no circumstance will HNBA be liable for or in connection with any loss or damage caused by your reliance on any Content.

Social Networking Pages

We maintain a presence on several social networking website, including facebook.com, youtube.com, pinterest.com and twitter.com, (collectively, "Social Networking Pages") to provide a place for people to learn more about HNBA and to share experiences with our products. All comments, visuals and other materials posted by visitors to our Social Networking Pages do not necessarily reflect the opinions or ideas of HNBA. All visitors to our Social Networking Pages must comply with the respective social networking website's Terms of Use. We review some but not all postings to our Social Networking Sites, and we will remove any postings that we have determined are inappropriate or offensive.

Termination

We may terminate your use of the Website or any of its features at any time and for any reason without notice for conduct violating this Agreement. Upon any such termination, you must destroy all Content obtained from the Website and all copies thereof. The provisions of this Agreement concerning Website security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, and limitation of liability, indemnity and jurisdictional issues shall survive any such termination. You agree that if your use of these Website is terminated pursuant to this Agreement, you will not attempt to use these Website under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you indemnify and hold us harmless from any and all liability that we may incur therefore.

Disclaimer of Warranty

HNBA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER WEBSITE LINKED TO OR FROM THE WEBSITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, HNBA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Limitation of Liability

HNBA AND EACH OF ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, PARENT AND RELATED COMPANIES (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE WEBSITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR LINE FAILURE. RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

Indemnity

You agree to indemnify, defend and hold HNBA and its directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with the Website; or (iii) unsolicited information you provide to HNBA through the Website.

Children

The Website are intended for use only by persons over the age of 18. We do not seek to collect information about children under the age of 18. If you are under 18 years of age, please do not use or access the Website at any time or in any manner. By using the Website, you affirm that you are over the age of 18.

Effect of Invalidity

In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

Jurisdictional Issues

The Website are controlled and operated by HNBA from our offices within the District of Columbia, United States of America. We make no representation that materials in the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Website from jurisdictions where the contents of the Website are illegal or penalized is prohibited.

You agree that any dispute in connection with the Website, this Agreement will be governed by the laws of the District of Columbia and the United States of America.

Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Website, please contact us via info@hnba.com.