



## HNBA/VIA Terms of Use

*Last updated: July 17, 2023*

### 1. Acceptance of Terms of Use

The Hispanic National Bar Association is a nonprofit, nonpartisan, national membership association comprised of attorneys, judges, law students, and other legal professionals whose mission is to educate, engage, and empower practicing and aspiring members of the Hispanic legal community and advocate on issues that impact the broader Hispanic community. HNBA works with the HNBA Vision in Action Fund ("VIA"), a nonprofit, nonpartisan organization that works to support and empower Hispanic students, legal professionals and community members, increasing their access to educational opportunities, career advancement, and leadership positions (collectively, the "HNBA"). Among other things, HNBA provides educational programming, national and regional conferences and activities, networking opportunities, continuing legal education, and advocacy on issues of importance to association members (the Services").

These Terms of Use (the "Terms"), together with our [Privacy Policy](#), constitute an agreement between you and HNBA governing your use of our website (<https://hnba.com/>), any microsites, related subdomains, redirects, emails, mobile applications, and any other online or offline applications, content related to the Services that we may offer (collectively, the "Digital Services"), including any electronic content, functionality, features, applications and User Content (collectively, "Materials") offered on or through the Services to you as a visitor or Secure User (defined below).

PLEASE READ THESE TERMS AND OUR [PRIVACY POLICY](#) BEFORE YOU START COMMUNICATING WITH THE HNBA AND/OR USE OUR DIGITAL SERVICES. Please note that by accessing, viewing, using, or downloading Materials relating to any HNBA Services from or through the Digital Services, you represent that you are of legal age to form a binding contract with HNBA, are not barred from using the Services or Digital Services, and agree to be legally bound by all of the terms, conditions and notices contained or referenced in this Terms. To the extent you are registering an account or otherwise acting on behalf of an organization, you represent that you are authorized to accept these Terms on behalf of the organization, and accept that the organization shall be bound and abide by our Terms (and all references to "you" or "your" in our Terms are understood to apply to both you and your organization). If you or your organization entered into a separate executed agreement with us, the terms of that agreement will control in the event of any conflict.

We may revise the information on the Digital Services or otherwise change, update, add new features, make improvements, suspend, or discontinue all or any part of the Digital Services,

including these Terms, without prior notice or liability. If we make changes to these Terms, we will post notice of the modifications to the Terms on this page, at which time the changes will become effective. If you do not agree to the Terms as modified, then you must discontinue your use of the Services and Digital Services and refrain from accessing the Digital Services. Your continued use of the Services and/or access of the Digital Services will signify your continued consent to these Terms as they may be revised. It is your sole responsibility to check the Terms of this page from time to time to view any such changes to the Terms. Your right to access or use the Services and/or Digital Services can be terminated if you violate these Terms, and we reserve the right to seek all available legal remedies for such violations.

PLEASE SEE SECTIONS 10-12 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES and/or DIGITAL SERVICES, INCLUDING MANDATORY ARBITRATION AND A WAIVER OF RIGHTS TO A JURY TRIAL OR CLASS ACTION.

## **2. Registration**

You are not obligated to register with us in order to access the Digital Services. However, certain sections and features of the Digital Services are available only to registered users who receive username and password credentials ("Secure Users"). You further agree that you are responsible for all activities that occur under your Secure User credentials. You agree you will not sell, transfer, license, or assign your credentials, account, or any account rights. You may only have one active Secure User account for the Digital Services and only you may use your credentials to access the Digital Services. With the exception of individuals or businesses that are expressly authorized to create accounts on behalf of others, we prohibit the creation of, and you agree that you will not create an account for anyone other than yourself. All information you provide or provided to us upon registration and at all other times must be true, accurate, current, and complete and you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password secret and secure. If you have issues logging into your account, please email [elopeztello@hnba.com](mailto:elopeztello@hnba.com). You are solely responsible for your interaction with other users of the Digital Services, whether online or offline. You agree that we are not responsible or liable for the conduct of any other user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Please exercise common sense and your best judgment when interacting with others, including when you submit or post User Content (defined below) or any personal or other information.

Furthermore, you also agree to promptly notify us if you become aware of any unauthorized access or use of your credentials, or any other breach of security relating to the Services, by emailing us at [elopeztello@hnba.com](mailto:elopeztello@hnba.com). WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

## **3. User Conduct and Restrictions**

All content connected to our Digital Services is for personal information and non-commercial purposes only. Your right to use our Services is conditioned on your compliance with the terms of this Agreement. You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Digital Services to human readable form or create derivative works based upon the Digital Services or any part thereof; (b) disable any licensing or control features of the Digital Services; (c) introduce into the Digital Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Digital Services or its users; (d) merge the Digital Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Digital Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit or otherwise, distribute or otherwise

assign or transfer the Materials or access to the Digital Services to others; (g) use, or allow the use of, the Digital Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Digital Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Digital Services by means of any automated program, expert system, electronic agent or "bot"; (l) give any other person or entity unauthorized access to the Digital Services or (m) scrape, copy, republish, license, or sell the information or Materials on the Digital Services. We may pursue legal action and/or report to law enforcement for any such violations.

#### **4. Our Online Community and Your User Content**

Exercise caution, good sense, and sound judgment in using the Digital Services. You are responsible for any material and information that you provide to us through the Digital Services, including feedback, comments, questions, suggestions, presentation materials and recordings from our events, articles and publications, social media content, forum comments and other materials that you post, submit, publish, display, or transmit ("User Content"). You agree, represent and warrant that any User Content you provide to us is truthful, accurate, not misleading, and offered in good faith, and that you have the right to transmit such User Content.

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

By submitting User Content through the Digital Services, you grant HNBA (or warrant that the owner of such User Content has granted to HNBA) a non-exclusive fully-paid and royalty-free, transferable, sub-licensable, perpetual, irrevocable and unrestricted worldwide right and license (i) to use, reproduce, display, modify, adapt, publish, translate, transmit and distribute or otherwise disclosure to others such User Content (in whole or in part and for any purpose), and (ii) subject to our [Privacy Policy](#), use your name, or screen name, hometown, provided profile picture and biographical information as news or information in any and all media and for advertising or promotional purposes, in connection with your User Content or with any photographic, audio or audio/video Materials we develop with your participation. You also agree that HNBA is free to use any feedback, ideas, concepts, know-how or techniques that you provide to us for any purpose and through any medium and waive all rights therein. PLEASE DO NOT SEND US ANY IDEAS OR INFORMATION THAT YOU WISH US TO KEEP CONFIDENTIAL OR FOR WHICH YOU EXPECT TO RECEIVE ATTRIBUTION OR COMPENSATION UNLESS WE EXPRESSLY AGREE IN WRITING OTHERWISE.

You represent and warrant that: (i) all of your User Content complies with these Terms; (ii) you own or control all necessary rights to the User Content posted by you through the Digital Services; (iii) you will pay for all royalties, fees, and any other monies owed in connection with User Content you posted through the Services; (iv) you understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not HNBA, have full responsibility for it, including its legality, reliability, accuracy, and appropriateness; and (v) we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Digital Services. HNBA is not a backup service, and you agree that you will not rely on the Digital Services for the purposes of storing User Content. HNBA will not be liable to you

or third-party beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

The Services and/or Digital Services may be supported by sponsors or advertising revenue and may display sponsors, advertisements and promotions, and you agree that we may place and promote such notices through the Digital Services or on, about, or in conjunction with User Content. The manner, mode and extent of such notices are subject to change, and you acknowledge that we may not always identify promoted services or content, or commercial communications as such.

Although it is our intention for the Digital Services to be available as much as possible, there may be occasions when the Digital Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Digital Services for any reason, in HNBA's sole and absolute discretion and without prior notice. User Content removed from the Digital Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

## **5. Privacy**

Personal information collected by us in connection with the Services will be maintained in accordance with our posted [Privacy Policy](#).

## **6. Intellectual Property Rights**

HNBA respects the intellectual property rights of others, and we prohibit users of our Digital Services from submitting, uploading, posting, or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms. You acknowledge that the Digital Services being provided and Materials and various elements contained therein may be protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Digital Services being provided and Materials contained therein are and shall remain the property of HNBA or its licensors. We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Digital Services only for lawful purposes in accordance with these Terms. The Materials are subject to copyrights, design rights, database and compilation rights, and other intellectual property and proprietary rights, and related goodwill, in each case whether registered or unregistered, are proprietary to HNBA or its licensors. Use of the Materials is prohibited except as expressly permitted herein. No Materials 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 Materials purposely made available by us for access or downloading from the Services for your personal use, provided that you: (i) keep intact all copyright and other proprietary notices; (ii) use it pursuant to any licenses associated with it (iii) do not copy or post it on any networked computer or broadcast it in any media, except to reference it through social media or by email (although we may revoke such permission at any time); (iv) make no modifications to it; and (v) do not make any additional representations or warranties relating to it. You agree not to circumvent, disable, or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Materials.

Any unauthorized use or modification of any Materials may violate copyrights and other proprietary rights of HNBA or its licensors. Permission for all other uses of Materials contained herein, including reproducing and distributing multiple copies, or posting the Materials on any other

website or networked computer, must be obtained from us or the appropriate rights owner in advance.

All rights in the trademarks, service marks, logos, trade names, product names, product packaging and designs of HNBA or its licensors whether or not appearing in large print or with the trademark symbol, belong exclusively to us or their respective owners and are protected under applicable trademark 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, except as otherwise permitted herein or under applicable law. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of HNBA's trademarks without our prior written permission in each instance. All goodwill generated from the use of HNBA trademarks will inure to the benefit of HNBA.

## **7. Links to Non-HNBA Sites**

We may provide on the Digital Services, solely as a convenience to users, links to websites operated by other entities. If you 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. HNBA prohibits the use of any links to its website, Digital Services or Materials therein from any other websites unless establishment of such a link is approved in advance in writing by HNBA. You may not frame any elements of the HNBA's website, Digital Services or Materials therein with any other website without HNBA's prior written permission.

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 WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

## **8. Social Media**

We may maintain a presence on social media platforms such as LinkedIn, Facebook, Instagram, YouTube, TikTok and Twitter or similar social media platforms (collectively, "Social Media Platforms") to provide a place for people to learn more about HNBA and to share experiences about our Services. All comments, visuals, and other materials posted by visitors to our Social Media Platforms do not necessarily reflect the opinions or ideas of HNBA. All use of the Social Media Platforms must comply with the respective Media Platform's terms of use. We review some but not all postings to our accounts on Social Media Platforms, and we may remove postings in our discretion, such as when we determine they are inappropriate or offensive.

## **9. Use of Third-Party Services**

HNBA Digital Services contain certain services and functions provided by third-parties. To help provide these services and functions to you, you agree that HNBA may share your information that is needed to provide such services and functions to such third-parties.



## **10. Removal of Content**

HNBA reserves the right to remove any material from its Digital Services that HNBA in its sole discretion deems unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, profane, indecent, violative of any HNBA policy or practice or which is otherwise objectionable to HNBA. You agree that HNBA may remove any of your communications without notice, whether or not we believe that your communications violate these Terms.

## **11. Disclaimer of Warranties; Limitation of Liability**

HNBA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE MATERIALS AVAILABLE THROUGH THE DIGITAL SERVICES OR ANY WEBSITES LINKED TO OR FROM THE DIGITAL SERVICES. DOWNLOADING OR OTHERWISE OBTAINING ANY MATERIALS THROUGH THE DIGITAL SERVICES IS AT YOUR OWN RISK. THE MATERIALS, SERVICES AND DIGITAL SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE FUNCTIONS OR MATERIALS PROVIDED BY THE DIGITAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE DIGITAL SERVICES. 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 NON-INFRINGEMENT.

HNBA AND ITS DIGITAL SERVICE PROVIDERS, OFFICERS, BOARD OF GOVERNORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE, RELIANCE ON, OR THE INABILITY TO USE THE SERVICES, ITS MATERIALS 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 DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING TO THE USE, RELIANCE ON, OR THE INABILITY TO USE THE DIGITAL SERVICES, ITS MATERIALS OR LINKS. RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE HNBA PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE DIGITAL SERVICES IS TO STOP USING THESE SERVICES.

BY ACCESSING THE DIGITAL SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

WE DO NOT ENDORSE, APPROVE OR VERIFY ANY POSTED USER CONTENT ON THE DIGITAL SERVICES AND WE SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY USER CONTENT POSTED ON THE DIGITAL SERVICES, INCLUDING CLAIMS OF INFRINGEMENT RELATING TO USER CONTENT POSTED ON THE DIGITAL SERVICES, FOR YOUR USE OF THE DIGITAL SERVICES, OR FOR

THE CONDUCT OF THIRD PARTIES WHETHER ON THE DIGITAL SERVICES OR RELATING TO THE SERVICES OR DIGITAL SERVICES.

The provisions in these Terms are intended to be only as broad and inclusive as is permitted by applicable law. We reserve all rights, defenses and permissible limitations under applicable law. For New Jersey Residents: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

## **12. Indemnification**

You agree to indemnify, defend and hold HNBA and its Board of Governors, officers, employees, subsidiaries and affiliated organizations, 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 these Terms; (ii) your activities in connection with the Services; or (iii) User Content or other information you provide to HNBA through the Services.

## **13. Jurisdictional Issues; Governing Law; Arbitration and Class Action Waiver**

If you seek to initiate legal proceedings against HNBA in connection with these Terms or the Services and/or Digital Services, you must first provide HNBA an opportunity to resolve the dispute by providing notification by emailing [elopeztello@hnba.com](mailto:elopeztello@hnba.com) with (1) your full name; (2) your address; (3) your email; (4) your telephone number; (5) a description of your claim; and (6) a description of the specific relief you are seeking. If HNBA is unable to resolve the dispute within sixty (60) days after receiving your written notification, then you can initiate legal proceedings or arbitration as further provided below. All disputes must be brought within the applicable statute of limitations established by law.

You agree that any dispute in connection with the Services, the Digital Services and these Terms will be governed by the laws of the District of Columbia and the United States of America. Excluding claims for injunctive or other equitable relief, for claims related to the Services and/or Digital Services, any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. The arbitration shall take place in the District of Columbia or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The decision of the arbitrator shall be written and reasoned and will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING INVOLVING THE HNBA OR IN ANY WAY RELATED TO THE SERVICES, THE DIGITAL SERVICES OR THESE TERMS. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

#### **14. Services Controlled from the United States**

The Services and Digital Services are controlled and operated by HNBA from our offices within the District of Columbia, United States of America. We make no representation that the Materials or Digital Services are appropriate, lawful or available for use in other locations/jurisdictions. Those who access the Digital Services from other locations do so on their own initiative and are responsible for compliance with local laws. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Materials or Services to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Services or Digital Services that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.

#### **15. Entire Agreement; Severability**

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms, together with our posted [Privacy Policy](#), which is incorporated into these Terms by reference, constitute the complete and exclusive statement of the agreement between you and the HNBA relating to this subject matter, and supersedes all prior agreements oral or written, and any other communications relating to the subject matter of these Terms. In the event a court having jurisdiction finds any portion of these Terms unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the HNBA as a result of these Terms or your use of the Services. Upon expiration or termination of these Terms, the obligations which by their nature are intended to survive expiration or termination of the Terms shall survive.

#### **16. Contact Information**

If you have questions about our Services, the Digital Services or these Terms, or technical questions about the operation of the Services, please contact [elopeztello@hnba.com](mailto:elopeztello@hnba.com).