

Terms of Use

Effective: January 01, 2020

Terms of Use / Version: 200101dlb

Table of Contents

- I. OVERVIEW AND IMPORTANT NOTICE.....3
 - 1. Eligibility.....3
 - 2. Children.....4
 - 3. Privacy.....4
 - 4. Confidential Information.....4
 - 5. Ownership and Rights.....4
 - 5.1 Content Ownership and Rights.....4
 - 5.2 Copyright Ownership and Rights.....4
 - 5.3 Trademarks Ownership and Use of Marks Restrictions.....5
 - 6. License Reservations and Restrictions.....5
 - 6.1 Except for the limited license granted in this Agreement, NEMIC and its licensors retain all right, title and interest in the Site, Content, and/or materials, including patent, trademark, copyright, trade secret, or other proprietary or intellectual property rights.....5
 - 6.1.1..Limitations on Trademark, Copyright, Site, and Content Use. Except for your use as authorized above or without our prior written permission, you:.....5
 - 6.2 Compliance with Applicable Law.....8
 - 6.3 You will cooperate with all reasonable requests of NEMIC and will notify NEMIC promptly upon learning of any actual or suspected breach of these terms and conditions by you or unauthorized use or abuse of this website.....8
 - 7. Third-Party Website Links.....8
 - 8. Site Registration, Passwords, Administration, Security, Monitoring, and Enforcement...8
 - 9. Representations and Warranties.....10
 - 10. Disclaimer.....10
 - 10.1 Warranty.....10
 - 10.2 Site Purpose Disclaimer.....10
 - 10.3 Geolocation Disclaimer.....10
 - 11. Limitation of Liability.....11
 - 12. Indemnity.....11
 - 13. Notice for Claims of Copyright Infringement.....11
 - 14. Miscellaneous.....12
 - 15. Governing Law.....12
 - 16. Entire Agreement.....13

OVERVIEW AND IMPORTANT NOTICE

This Terms of Use Agreement ("Terms of Use" or "Agreement") is a legally binding contract between you ("you" either as individual or a legal entity, and who may be referred to as "your") and by National Energy Management Institute Committee NEMIC International, Inc. and its affiliates, subsidiaries, trusted business partners, agents, subcontractors, licensors, or third-party vendors (collectively, "NEMIC" or which may be referred to as "we", "us", and "our"). This Agreement governs your access to and use of the webpages, intranet pages, applications, software, features, widgets, online services, tools, electronic mail, and related audio, video, html code, buttons, text, links, or other content (collectively, the "Site(s)") owned, operated, or controlled by NEMIC.

YOUR ACCESS OR USE OF THIS SITE CONSTITUTES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, WITHOUT LIMITATION OR QUALIFICATION. PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS SITE AND ARE INSTRUCTED TO EXIT THIS SITE IMMEDIATELY.

NEMIC, with or without prior notice and without liability, reserve the right, at any time and at our sole discretion, to:

- change the terms and conditions of this Agreement;
- modify, edit, translate, suspend, restrict access to, or terminate this Site, including eliminating or discontinuing any information, programs, services, or other feature on the Site;
- may change, suspend, discontinue, or restrict any aspect of the Site;
- right to block access from a particular Internet address;
- deny your use of and/or access to the Site;
- terminate the browsing of, registration with, and use of the Site by you at any time without liability or prior notice for any reason, including for any breach of this Agreement; or
- modify, edit, translate, suspend, restrict access to, or terminate these terms and conditions.

Any change(s) we make to the Site will be effective immediately upon our making such change(s) available on the Site or otherwise providing notice thereof. You agree that your entering, re-entering, or continued use of the Site thereafter constitutes your acceptance of such change(s). For your convenience, we will include the last revision date at the bottom of this page. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

1. Eligibility

By downloading, accessing, or using the Site, any related Content (as defined below), or submitting material (as defined below) of any kind, you represent and warrant that: i) all registration and other information you submit, if any, is truthful and accurate; ii) you will maintain the accuracy of any information you provide; iii) you are at least age 18; iv) you are not using another authorized user's account without his/her/their permission; and v) your use of the Site does not violate any applicable law or regulation.

2. Children

The Site is not directed toward children under 13 years of age and NEMIC does not knowingly collect information from children under 13. If you are under 13, please do not submit any Personal Information to us.

3. Privacy

Please also review our [Privacy Statement](#), which discloses our information treatment practices.

4. Confidential Information

NEMIC does not want to receive confidential or proprietary information from you through the Site. Please note that any information or material sent to NEMIC through the Site will be deemed NOT to be confidential and NEMIC will not be required to treat any material you submit as confidential.

We will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) doing so is consistent with the business purpose of the Site (b) we obtain your permission to use your name; (c) we first notify you that the materials or other information you submit to a particular part of the Site will be published or otherwise used with your name on it; or (d) we are required to do so by law.

Personally-identifiable information that you submit to NEMIC for the purpose of receiving services or engaging in our programs will be handled in accordance with our Privacy Statement.

5. Ownership and Rights

5.1 Content Ownership and Rights.

The Site may contain comment areas, text, documents graphics, photographs, videos, illustrations, other images, maps, trademarks, trade names, service marks, logos, information obtained from our licensors, questionnaires, tools, other interactive features, and other materials or information ("Content"). All rights, title, and interest to Content on the Site remains with us or are provided with permission of the owner.

5.2 Copyright Ownership and Rights.

Our Site, including, but not limited to, all text, graphics, user interfaces, visual interfaces, photographs, sounds, audio, video, artwork, computer code (including HTML, CSS, XML, and JavaScript), interactive features, programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Content contained on or available through the Sites, unless otherwise indicated, are owned by NEMIC or its

or its licensors either through copyright registration or common law. Any downloadable or printable programs, information, or materials available through the Site and all trade secrets and know-how related thereto, unless otherwise indicated, are owned by NEMIC or its licensors.

5.3 Trademarks Ownership and Use of Marks Restrictions.

NEMIC or its licensor's logos, taglines, slogans, and all other names relating to NEMIC programs or services are either registered or common law trademarks, trade dress, service marks, or the like of NEMIC or its licensors ("Marks"). You may not, absent NEMIC's or its licensor's prior written consent, use such Marks. All other trademarks displayed on this site or through links to other sites are the property of the respective trademark owner.

6. NEMIC License Reservations and Restrictions

6.1 NEMIC and its licensors retain all right, title and interest in the Site, Content, and/or materials, including patent, trademark, copyright, trade secret, or other proprietary or intellectual property rights.

6.1.1 Limitations on Trademark, Copyright, Site, and Content Use. Except for your use as authorized above or without our prior written permission, you:

6.1.1.1 may not modify, reproduce, or distribute the Content, design or layout of the Site, or individual sections of the Content, design, or layout of the Site, without NEMIC's or its licensors' express prior written consent.

6.1.1.2 may not license, distribute, create derivative works from, transfer, sell or resell any information, Content, or services obtained from the Site.

6.1.1.3 may not use, copy, distribute graphics, photographs or other visual elements obtained through the Site separately from the accompanying text without NEMIC's or the original owner's prior express written consent.

6.1.1.4 may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Site or any Content, information, data or materials provided through the Site.

- 6.1.1.5 may not “mirror” any Content contained in this Site or any other server.
- 6.1.1.6 may only use and access the Site solely for your personal, non-commercial use.
- 6.1.1.7 may not, or attempt to, deface, shut down, or otherwise damage the Site.
- 6.1.1.8 may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Site or any contents, information, data or materials provided through the Site in any manner not expressly permitted by this Agreement or the Site.
- 6.1.1.9 may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Site, or directly or indirectly permit any third party to use or copy the Site.
- 6.1.1.10 must adhere to NEMIC’s linking policy as follows: (i) the appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with NEMIC or licensor’s names and trademarks; (ii) the appearance, position, and other attributes of the link may not create the false appearance that you or your organization or entity is sponsored by, affiliated with, endorsed by, or otherwise associated with NEMIC, (iii) when selected by a user, the link must display the Site on full-screen and not within a “frame” on the linking website, and (iv) NEMIC reserves the right to revoke its consent to the link at any time and in its sole discretion. Use or misrepresentation of any of NEMIC and or its licensors’ logos, designs, images, photographs, slogans, trademarks or service marks in conjunction with the external links is not permitted. You may not integrate or make use of all or part of the Site in ways that would confuse or mislead visitors as to the nature and origin of this Site’s content.

- 6.1.1.11 may not: (i) use any “deep link”, “page scrape”, “robot”, “spider”, or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Site; (ii) attempt to gain unauthorized access to any portion or feature of the Site, including without limitation, the account of any other authorized user or any other systems or networks connected to the Site or to any server used by NEMIC or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Site or any network connected to the Site, or breach the security or authentication measures on the Site or any network connected to the Site; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Site; (v) take any action that imposes an unreasonable or a disproportionately large load on the infrastructure of the Site or systems or networks of NEMIC or networks connected to the Site; (vi) use any device, software, or routine to interfere with the proper working of the Site or any transaction conducted on the Site, or with any other person’s use of the Site; (viii) use the Site to harvest or collect e-mail addresses or other contact information; (ix) market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use the Site without NEMIC and or its licensors’ express, separate and prior written permission; (x) create an intact reproduction of a page or pages of the Site into another website; or (xi) use the Site in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact NEMIC and or its licensors.
- 6.1.1.12 may not post or transmit through the Site any material that contains advertising or any solicitation with respect to products or services.
- 6.1.1.13 may not reverse engineer, decompile, disassemble, modify or create works derivative of the Site or any materials accessed through the Site.
- 6.1.1.14 may not remove any proprietary notices (e.g., copyright and trademark notices) or labels from the Site or on any materials accessed through the Site.
- 6.1.1.15 may not engage in conduct on or in connection with the Site that is illegal, misleading, infringing, defamatory, obscene, offensive, or otherwise objectionable or causes damage, embarrassment, or adverse publicity to NEMIC or its licensors.

6.2 Compliance with Applicable Law.

You are solely responsible for ensuring your use of the Site is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

6.3 You will cooperate with all reasonable requests of NEMIC and will notify NEMIC promptly upon learning of any actual or suspected breach of these terms and conditions by you or unauthorized use or abuse of this website.

7. Third-Party Website Links

NEMIC, in its sole discretion, or other end users through the use of the Site may provide links to other sites on the Internet for your convenience in locating related information, programs, and services. NEMIC has not necessarily reviewed such websites, and they are maintained by third parties, over which NEMIC exercises no control. NEMIC is not responsible for the availability of these outside resources or their contents. Use of these sites is at your own risk. NEMIC makes no warranties or representations of any kind as to the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. NEMIC expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or quality of the services provided by, available through, or advertised on these sites and NEMIC disclaims all liability with regard to your access to and use of such linked sites. Moreover, these links do not imply an endorsement by NEMIC with respect to such sites or any related i) third party, information, or material; ii) identified candidate for political office; and iii) products or services provided by any third party. NEMIC has no obligation to monitor, control, or restrict the use of the Site, or third-party websites accessible via links on the Site. The inclusion of such a link does not imply endorsement of any site by NEMIC or any association with its operators. NEMIC has no obligation to verify any content submitted by you or to provide any registration or other information to you concerning any content.

8. Site Registration, Passwords, Administration, Security, Monitoring, and Enforcement

NEMIC may require you to have a password and username and other registration details (“User Credentials”) to access the Site or portions of our Site. Even if NEMIC does require User Credentials, it shall be a condition of your use of the Site that all the details you provide are correct, current, and complete. If NEMIC believes that the details are not correct, current, or complete, NEMIC will have the right to refuse you access to the Site, or any of its resources, and to terminate or suspend your account, if any. You are responsible for maintaining the confidentiality of any password(s) you are given to access the Site, and you are fully responsible for all activities that occur under your password(s). You agree to notify NEMIC immediately of any unauthorized use of your password(s). NEMIC reserves the absolute right not to issue a password to any person or entity.

You agree not to share or give your Authorized User Credentials to anyone else. You are responsible for

maintaining the confidentiality of this information. You agree to notify NEMIC immediately if you suspect any unauthorized use of your Authorized User Credentials. You are solely responsible for any and all uses of your Authorized User Credentials.

You agree not to use another person's Authorized User Credentials or select Authorized User Credentials: (i) with the intent to impersonate another person; (ii) subject to the rights of another person without authorization; (iii) in violation of the intellectual property rights of another person; or (iv) that NEMIC, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. You acknowledge and agree that you shall have no ownership or other property interest in your account and/or user name, and you further acknowledge and agree that all rights in and to your user name and account are and shall forever be owned by and inure to the benefit of NEMIC. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate suspension or termination of your Authorized User Credentials. NEMIC will not be liable for any loss or damage arising from your failure to comply with these obligations. NEMIC reserves the right to delete or change Authorized User Credentials (with notice) at any time and for any reason.

NEMIC cannot guarantee the confidentiality of any communication or material transmitted to/from the Site over the Internet or other global-communication network and NEMIC is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

NEMIC may obtain access to, block, disclose, and review electronic transmissions and communications made through the Site at any time. Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. NEMIC also reserves the right to view, monitor, and document activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing, or documenting is subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. NEMIC also reserves the right to comply with all court orders involving requests for such information. In addition to the foregoing, NEMIC reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Site, or any portion of functionality, for any reason.

NEMIC has the right, but not the obligation, to monitor the Content of the Site (including any social or chat forum or tools, services or functions that enable the sharing, display or performance of any Content), to determine compliance with these Terms of Service and any operating rules established by NEMIC and to satisfy any law, regulation, or authorized government request. NEMIC has the right and sole discretion to edit, refuse to post or remove any material submitted to or posted on or within the Site, including, without limitation, the right to remove any material that NEMIC, in its sole discretion, finds to be in violation of the provisions the Terms of Service or otherwise objectionable.

9. Representations and Warranties

You represent and warrant that: i) you own any material posted by you on or through the Site and ii) the posting of any material you submit on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person.

10. Disclaimer

10.1 Warranty.

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE CONTENT IS AT YOUR SOLE RISK AND YOU ASSUME ALL RISK. THE SITES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" and "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEMIC AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEMIC MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT, ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. BY USE OF THE SITE, YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, REPORT, OR INFORMATION SHALL BE AT YOUR SOLE RISK. NEMIC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITES WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE THAT NEMIC IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. NEMIC RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE WEBSITE, AND TO MAKE OTHER CHANGES TO THE SITE AT ANY TIME WITHOUT NOTICE.

10.2 Site Purpose Disclaimer.

The Site, the Content, the material, or any other information contained herein is could include technical inaccuracies or typographical errors. Information on the Site is provided with the understanding that NEMIC is not rendering professional advice or recommendations. You should not rely on any information on the Site to replace consultations with qualified professionals to meet your individual or organizational needs. The information provided does not create a business or professional services relationship between you and NEMIC.

10.3 Geolocation Disclaimer.

Unless otherwise expressly stated, NEMIC operates its Sites from its offices in the United States. NEMIC makes no representation that the Content, materials, or the Site are available or appropriate for use in other locations. The Site may be viewed internationally and may contain references to NEMIC services

and programs that are not in your country. These references may not imply that NEMIC intends to announce or provide such policies, programs, or services in your country. Please consult your local NEMIC site or business contact for information regarding the services and programs that may be available to you. If you choose to access the Site from locations outside the United States, then you do so on your own initiative and are responsible for compliance with applicable local laws to the extent permitted by law. You may not use the Site or export the materials or Contents in violation of United States export laws and regulations.

11. Limitation of Liability

IN NO EVENT WILL NEMIC OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER BASED IN CONTRACT, FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF, EVEN IF NEMIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

12. Indemnity

You agree to indemnify, defend and hold NEMIC and its licensors harmless from any and all losses, expenses, liabilities, claims, or demands, costs, including reasonable attorneys' fees, due to or arising out of your use of the Site in violation of this Terms of Use.

13. Notice for Claims of Copyright Infringement

NEMIC is committed to complying with copyright and related laws, and requires all users of the Site to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the Site in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is NEMIC's policy to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

Owners of copyrighted works or such agents that believe that Content posted on the Site infringes a copyright under copyright law should [Contact Us](#) with a written notice pursuant to the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. § 512(c)) setting forth information as follows: i) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; ii) a description of the allegedly infringing copyrighted work; iii) the URL or a specific description of the location on the Site containing the allegedly infringing copyrighted work; iv) your address, telephone number, and email address; v) a statement by you that you have a good-faith belief that the disputed

use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Upon our receipt of a proper notice of claimed infringement under the DMCA, NEMIC will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Please note, however, that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed and we advise that you send written notice with attachments to us through postal mail at the following address: Administrator, NEMIC 8403 Arlington Blvd. Suite 100, Fairfax, VA 22031.

14. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree, such provision shall be struck and the remaining provisions shall remain valid and enforceable according to its terms. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

NEMIC's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive NEMIC's right to act with respect to subsequent or similar failures. Any cause of action or claim you may have with respect to this Agreement or the Site must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

We reserve the right to seek all remedies available at law and in equity for violations of this Agreement, including without limitation the right to block access from a particular Internet address. Any failure by NEMIC to strictly enforce any provision of the Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of this Agreement.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.

15. Governing Law

To the extent permissible by law, all claims arising out of this Agreement or relating to the Site will be governed by and construed in accordance with the Commonwealth of Virginia, USA, excluding the application of its conflicts of law rules. Any legal action or proceeding arising out of this Agreement or relating to this Site shall be brought exclusively in a state or federal court in or for Arlington County, Virginia, USA, and you submit to personal jurisdiction of those courts for purposes of any action or proceeding to the extent permissible by law. You are responsible for complying with the laws of the

jurisdiction from which you are accessing the Site, and you agree that you will not access or use the information on this Site in violation of such laws.

16. Entire Agreement

This Agreement, along with the Privacy Statement, constitutes the entire understanding and agreement between NEMIC and you with respect to the Site and any transactions contemplated in the Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement.

Copyright © 2019 NEMIC All rights reserved.

Last updated January 01, 2020.