



Published on National Council of Nonprofits (<https://www.councilofnonprofits.org>)

Original URL: <https://www.councilofnonprofits.org/terms-and-privacy-policy>

Terms and Privacy Policy

Acceptance of the Terms and Conditions

This Terms of Use Agreement (this "Agreement"), states the terms and conditions under which you may use this web site (the "Site"). Please read this Agreement carefully. This Site contains various information relating to the National Council of Nonprofits, Inc. ("the Council of Nonprofits" or "We") in the form of text, graphics, news, reports, and other materials (tangible or intangible) ("Content"). By accessing, browsing and/or using this Site you acknowledge that you have read, understood and agree to be legally bound by this Agreement. If you do not accept this Agreement (and therefore do not agree to be bound by this Agreement), do not use this Site. We reserve the right to amend this Agreement at any time by posting the amended terms on our Site.

Restrictions on Use of Materials

You acknowledge that this Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of the Council of Nonprofits or any other party (each a "Contributor") who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by

reason of your use of or any right to use this Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. The Council of Nonprofits authorizes you to view and use the Content on this Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without the Council of Nonprofits' prior written approval.

For permission to use content from this website or from a newsletter authored and distributed by the Council of Nonprofits, request written permission and provide full attribution. Permission should be requested by contacting [Rick Cohen](#). Attribution for website content should be given as follows: "Reprinted with permission from the National Council of Nonprofits." Attribution for newsletter content should be given as follows: "This article reprinted with permission from *Nonprofit Essentials/Nonprofit Champion*, a publication of the National Council of Nonprofits."

DISCLAIMER OF WARRANTY

THE CONTENT PROVIDED ON THIS WEBSITE IS PROVIDED AS A SERVICE TO MEMBERS OF THE PUBLIC. INFORMATION PRESENTED ON THIS WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO INFORMATION PRESENTED ON THIS WEBSITE CONSTITUTES LEGAL ADVICE, NOR DOES IT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN THE NATIONAL COUNCIL OF NONPROFITS AND ANY OTHER PARTY.

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF THE COUNCIL OF NONPROFITS, ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "THE COUNCIL OF NONPROFITS PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

NONE OF THE COUNCIL OF NONPROFITS PARTIES WARRANTS THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THIS SITE, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS SITES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

NONE OF THE COUNCIL OF NONPROFITS PARTIES MAKES ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE COUNCIL OF NONPROFITS PARTIES DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY OF THE COUNCIL OF NONPROFITS PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE WEB SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR ANY CONTENT AVAILABLE THROUGH THE WEB SITE.

IN NO EVENT SHALL ANY OF THE COUNCIL OF NONPROFITS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTENT, SERVICE, OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS THE COUNCIL OF NONPROFITS PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.

Links to Other Sites

As a convenience to you, this Site may periodically provide links to third party websites through links available on this Site including websites of entities that are affiliated with the National Council of Nonprofits ("Third-Party Sites") where we feel it is appropriate. Lists of links are not complete lists of relevant and/or useful internet resources. Our decision to link to a Third-Party Site is not an endorsement of the content in that linked Third Party Site. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD PARTY WEB SITE, NOR DO WE MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY, CURRENTNESS, OR COMPLETENESS OF SUCH CONTENT) ON ANY THIRD PARTY WEB SITES, AND THE COUNCIL OF NONPROFITS SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING. You should take precautions when downloading files from all Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Sites, you do so at your own risk. You should direct any concerns to the Third-Party Sites' administrator or webmaster.

No Framing Allowed

Elements of this Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of the Council of Nonprofits.

Copyright Complaints

The designated agent to receive notification of claimed infringement under the *Digital Millennium Copyright Act* is Tim Delaney, President and CEO, National Council of Nonprofits, 1001 G Street NW, Suite 700 East, Washington, D.C., 20001.

Use of Personally Identifiable Information

The Council of Nonprofits' practices and policies with respect to the collection and use of personally identifiable information is governed according to the Council of Nonprofits' [Privacy Policy](#).

Termination

The Council of Nonprofits reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of our Site or the Content, at any time and for any reason without prior notice or liability. The Council of Nonprofits reserves the right to change, suspend, or discontinue all or any part of this Site or the content at any time without prior notice or liability.

User Must Comply with Applicable Laws

This Site is based in Washington, D.C. The Council of Nonprofits makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access this Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Miscellaneous

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. The Council of Nonprofits' failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington, D.C., except with regard to its conflicts of law rules. Any action relating to the Content, Site or this Agreement must be brought in the federal or state courts located in Washington, D.C., and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or this Agreement must be commenced within one (1) year after the claim or cause of action arose, or be barred. This Agreement contains the entire agreement of the parties for this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You agree to use the Content and Site only for lawful purposes. You are prohibited from any use of the Content or Site that would

constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.

Privacy Policy

The National Council of Nonprofits (Council of Nonprofits) places a high priority on protecting your privacy. This privacy policy was created in order to demonstrate the Council of Nonprofits' firm commitment to the privacy of our members and website users. This policy explains what types of information is collected by the Council of Nonprofits' website, www.councilofnonprofits.org, and how this information is used.

What Personally Identifiable Information is Collected

Council of Nonprofits members that register for www.councilofnonprofits.org and individuals that sign up to receive National Council e-communications voluntarily provide us with contact information (such as name and e-mail address). We may use this information for specific, limited purposes. You may always "opt out," either now or at any time in the future, if you do not wish to receive our messages.

IP addresses

The Council of Nonprofits uses your IP address to help diagnose problems with our server, to administer www.councilofnonprofits.org, and for statistical metrics used to track website visitor traffic.

Cookies

www.councilofnonprofits.org uses "cookie" messages to automatically help provide better services. They remind us who you are and your preferences for our website based on what you've done and told us before. The "cookie" is placed in your computer and is read when you come back to our website. Cookies let us take you to the information and features you're particularly interested in. They also let us track your usage of www.councilofnonprofits.org, so we know which parts of our sites are most popular. You can reject cookies or cancel them by instructing your Web browser accordingly.

How Your Information May Be Used

We use your personal information to provide you with personalized service; to send e-mail alerts to you; to answer your requests; to process your membership application; etc. You may choose to opt out at any time, which will cease all communications from us. We may also use your information to track visitor of our

website. This lets us see which of our features are the most popular so we can better serve our users' needs. It also lets us provide aggregate data about our traffic (not identifying you personally, but showing how many visitors used which features, for example) to outside parties

Email Privacy

The Council of Nonprofits does not provide, sell, or rent email addresses to anyone outside the organization.

External Links

www.councilofnonprofits.org includes links to external websites. These links do not fall under the www.councilofnonprofits.org domain, and the Council of Nonprofits is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.

Modifications

We may amend this privacy policy from time to time; please review it periodically. We maintain the option to modify this privacy at any time by electronic notice posted on our website. Your continued use of our website after the date that such notices are posted will be deemed to be your agreement to the changed terms.