

NACAC Exchange Subscriber Agreement

By subscribing to and participating in the NACAC Exchange of the National Association for College Admission Counseling (NACAC), you ("Subscriber") and your company or other organization agree to be bound by the terms contained in this Subscriber Agreement.

If Subscribers do not agree to be bound by this Agreement, do not proceed any further and do not use the Exchange.

NACAC recommends printing a copy of this page for your reference. NACAC may make changes to this Agreement from time to time. NACAC will use the Exchange to notify Exchange Subscribers when the Agreement changes and will post the updated Agreement on the NACAC Web Site. Access to or use of the Exchange after the notification or posting of such changes will be deemed consent to such changes.

Use of this Exchange is solely at NACAC's discretion, and NACAC reserves the right to (a) prohibit anyone from accessing, browsing, supplying information to, downloading information from, or conducting business using this Exchange; (b) remove content that does not comply with this Agreement; and (c) terminate access to the Exchange if a Subscriber violates any of the terms and conditions contained in this Agreement.

I. Purpose of the Exchange

NACAC's Exchange is a Exchange for professional discourse on topics related to the college admission process.

The Exchange is intended for NACAC members and related professionals directly involved in the college admission process. However, the Exchange is available to any Subscriber who agrees to comply with this Agreement. As a result, representatives of other education associations, companies offering admission-related services, and members of the education press may subscribe to this Exchange.

This Exchange is not a consumer-oriented Exchange, and students and parents are referred to NACAC's [resources for students](#) and college admission professionals.

II. Rules of Behavior

DO make only truthful statements or opinions. DO use good judgment and caution when posting messages to the Exchange. Information posted on the Exchange is available for all to see, and comments are subject to various laws. Your actions can subject you and your institution, company, or organization to liability.

- DO comply with all applicable laws and regulations regarding your use of the Exchange, including defamation, copyright and antitrust laws. A brief description of these laws is described below under "Legal Statements."
- DO use the Exchange to engage in discussions related to the college admission process.
- DO be respectful of other Subscribers and their opinions.
- DO use good Exchange etiquette (see below).
- DO NOT quote any Exchange message without prior approval from the person who posted the message.
- DO NOT post anything in a Exchange message that you would not want the world to see or that you would not want anyone to know came from you.

- DO NOT retransmit, publicly display, sell or use the Content (as defined in Legal Statements, Item 6, below) other than solely for your personal use.
- DO NOT use the Exchange to post or transmit any material that violates or infringes in any way upon the rights of others (such as copyright infringement) that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, abusive or otherwise objectionable that encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law.
- DO NOT post any confidential information or any information that would infringe upon the proprietary, privacy or personal rights of others.
- DO NOT distribute, post, publish or communicate any material that contains promotional, commercial or advertising messages except those specifically permitted in Section IV.C. of this agreement.

III. Exchange Etiquette

Signature Tag: Include a signature tag on all messages with your name, affiliation and location.

- **Subject Line:** State the specific topic of your comments in the subject line.
- **Respect for Others:** Avoid personal attacks on others. The discussions on this Exchange are meant to stimulate conversation, not to create contention.
- **Requests for Information:** The Exchange is meant to be a Exchange for professional discourse on topics related to the college admission process. Requests for resources, specific programs that meet certain criteria, etc., are permitted, but please do not respond to the entire Exchange with each suggestion. Instead, NACAC prefers that the Subscriber who requested the information post a summary of the responses.
- **Attachments:** Do not send attachments.

IV. Promotional, Commercial and Advertising Use Prohibitions

A. All postings must be for informational purposes only. Use of the Exchange for promotional use, commercial or advertising or other unauthorized purposes, except as provided under section V.C. herein, is prohibited. Opportunities for reaching out to NACAC members with a promotional message are available through the NACAC Bulletin, Journal, and via the NACAC Web site. For more information, please contact the communications department at:

NACAC
 1050 N. Highland Street, Suite 400
 Arlington, VA 22201
 Phone: 800/822-6285
 Fax: 703/243-9375
 E-mail: advertising@nacacnet.org

B. Subscribers may not use the Exchange to solicit or conduct business, including the direct or indirect marketing of products and services, in any manner or to provide information, materials, products, or services in exchange for compensation of any kind.

C. The following promotional messages are expressly permitted:

1. State and regional NACAC affiliate organizations may submit information about their affiliate sponsored programs, provided these postings are kept to a minimum. Announcements of this nature should be clearly identified as Workshop or Conference in the subject line.
2. **Effective February 1, 2008**, subscribers may submit announcements for employment opportunities for college counseling and admission professionals at their institutions. Employment announcements will not be accepted from third party entities such as placement or search firms.

Acceptable employment announcements must:

- a. clearly identify announcement as "Employment Opportunity" at the beginning of the subject line,
- b. include information about the application process, AND
- c. include contact information.

Any postings that do not comply all with these requirements may be rejected.

V. Legal Issues

A. Defamation Laws. Defamation laws, such as laws prohibiting libel and slander, generally prohibit untruthful statements. Truthful statements and statements of opinion are generally allowed.

B. Copyright Laws. Copyright laws protect the copying, modification and display of certain tangible expressions. By posting Content (as defined in Item F, below) using the Exchange, Subscribers grant to NACAC a non-exclusive, worldwide, royalty-free, irrevocable license to use, reproduce, distribute, create derivative works of, display, and broadcast that Content. Subscribers agree that NACAC shall be free to use any ideas, concepts or techniques contained in your Content for any and all purposes. By posting Content, Subscribers represent their ownership of the copyright with respect to such material, and/or have received permission from the copyright owner, or the material is in the public domain.

C. Antitrust Laws. The antitrust laws generally prohibit any agreement or understanding inconsistent with the right and obligation of competitors to exercise independent business judgment in pricing their products or services, dealing with their customers and suppliers, and selecting the markets in which to compete. Subscribers agree not to post any information concerning market shares, salaries, costs, sales territories or profit margins.

D. No Political Activity. Because NACAC is a Section 501(c)(3) organization, Subscribers may not use this Exchange to discuss or advocate for the election or defeat of any candidate for political office, whether at the federal, state or local level.

E. Monitoring of Exchange. While NACAC may monitor, remove or delete Content, NACAC is under no obligation to monitor, remove or delete any transmissions. NACAC exercises no editorial review and assumes no responsibility for misleading, fraudulent, defamatory, libelous, threatening, harassing, pornographic, obscene or illegal Content supplied to this site; provided, however, that NACAC may take any action with respect to any Content that NACAC deems in its sole discretion is necessary or appropriate, including the deletion of any such Content. NACAC reserves the right to monitor any and all activity using the Exchange and may notify the proper law enforcement officials suspicious activity is detected.

F. Disclaimer. The opinions, advice, statements and judgments or other information or content expressed or made available made by Exchange Subscribers and the matters discussed using the Exchange ("Content") are those of the respective author(s) or distributor(s) and not of NACAC. NACAC neither endorses nor is responsible for the accuracy or reliability of any Content.

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