

Welcome to the Texas Counseling Association's website. Please review the following Terms of Service Agreement carefully before entering. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD LEAVE TCA'S WEBSITE IMMEDIATELY AND NOT ACCESS OR OTHERWISE USE THIS WEBSITE. ONCE YOU ACCESS TCA'S WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

TERMS OF SERVICE AGREEMENT WEBSITE

"Texas Counseling Association," "TCA," "us," "we" or "our" refers to Texas Counseling Association, its directors, officers, employees, agents, partners, members, associates, attorneys, subcontractors, affiliates, publishers, distributors, any other related parties, their successors and assigns, and other undertakings that are authorized to use the name "TCA" or one or more of those undertaking as the context requires. TCA developed and maintains a website, including subpages, containing information related to leadership, advocacy, education, and other issues for people concerned with the counseling profession and those it serves. Any and all materials, opinions and information on TCA's website are for informational purposes. TCA does not offer, provide, or render professional counseling services. If the assistance of a professional counselor is required, locate and contact a professional for such services.

"You" or "your" refers to the user or viewer of TCA's website. You desire access to the information contained on TCA's Website.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and TCA agree as follows:

Consent to Terms

By accessing TCA's website, using any of the applications, services, or any features of the website, you agree to the terms and conditions set forth in this Terms of Service Agreement, "Agreement", with respect to TCA's website, txca.org, including any and all subpages, our Online Learning Series, content API, content feeds, podcast, webcast, webinars, tools, widgets, discussion forums, any social networking features, applications, services, or features, information, materials or documents, individually and collectively "Website". Website, as used herein, includes the various combinations of text, images, graphics, audiovisual production, information, opinions, facts, comments, statements, articles by third parties, or any combination thereof, individually and collectively "Content".

In connection with the use of Website, you shall abide by all applicable domestic (federal, state and local) and international laws, statutes, ordinances and regulations including those pertaining to such areas as libel, slander, defamation, trade libel, product disparagement, harassment, harmful, threatening, abusive, hateful, invasion of privacy, tort, obscenity, indecency, fraudulent, criminal, and that violates the property rights of others (including without limitation infringing the intellectual property rights, i.e., copyright or trademark infringement), or violates the privacy or publicity right of others, or are otherwise determined to be objectionable by TCA, regarding your use of Website and Content. TCA has the right, but is not obligated, to remove or restrict access to such Content.

Please note TCA's Terms of Service Agreement and its Privacy Policy are separate and distinct from the terms of service or use agreements and privacy policies governing the web sites, applications and services of other web sites, applications and services that may link to or from the TCA Services.

Nonpartisan

TCA is nonpartisan; it does not endorse, sponsor, promote, or otherwise support any party or candidate for any public office in any federal, state, or local elections.

Any and all views, opinions, or both expressed by any individual on Website are strictly the views and opinions of such individual and are not the views and/or opinions of TCA. Such individual shall be solely responsible for the expression of such views and/or opinions. TCA does not, nor shall it be deemed to, endorse, sponsor, adopt, or otherwise support the view and/or opinion which an individual expresses on Website.

Reference to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply endorsement, recommendation, or preference by TCA.

Intellectual Property and Proprietary Information Rights

Website, including any and all Content, the architecture, structure, design, layout, organization, compilation, magnetic translation, digital conversion and other matters related to Website are protected under applicable copyrights, trademarks and other confidential and proprietary (including but not limited to intellectual property) rights. Reproduction, distribution, republishing, uploading, transmitting, displaying, preparing derivative works of, publicly performing, selling, transferring, assigning, licensing or using for commercial purposes any such matters or any part of Website, except as allowed in the next paragraph, is strictly prohibited. You shall not acquire ownership rights to any Content accessed or viewed through Website. The posting of information or materials on Website does not constitute a waiver of any right in such information and materials. Some of the content on Website may be the copyrighted work of third parties.

TCA grants you a non-exclusive, non-transferable, revocable license (a) to access and use Website solely in accordance with Agreement; (b) to use Website solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from Website solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print out or electronic version of any part of Website or Content may be used by you in any litigation or arbitration matter whatsoever under any circumstances. Any other use of Website or Content by you beyond this grant is strictly prohibited and void.

Your license for access and use of Website, including Content, is subject to the following restrictions and prohibitions on use: You shall not: (a) copy, print (except for the express limited purpose permitted by the grant above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of Website retrieved therefrom; (b) use Website to develop, including as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or developed in the future), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of Website; (d) use Website in any manner that may infringe any of TCA's copyright, intellectual property right, proprietary right, or property right or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in Website; (f) make any portion of Website available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine Website architecture, structure, design, layout, organization, compilation, magnetic translation, digital conversion and other matters related; (h) use any automatic or manual process to harvest information from Website; (i) use Website for the purpose of gathering information for or transmitting (1) unsolicited commercial e-mail; (2) e-mail that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use Website in a manner that violates any state or federal law regulating e-mail, facsimile transmissions or telephone solicitations; and (k) export or re-export Website or any portion thereof, or any software available on or through Website, in violation of the export control laws or regulations of the United States.

No quotes from Website may be used in any media without approval from and attribution to TCA.

Framing and Linking

The creation of frames around Website or use other techniques that modifies or alters in any way the visual presentation or appearance of Website is not authorized and prohibited.

You may link to Website by using "TCA" as a text hyperlink, provided the following text is included on the website: "This link is provided for informational purposes only and does not represent an endorsement by or affiliation with TCA." You are not permitted or authorized to use the TCA wordmark, logo, seal, or icon.

TCA shall have no responsibility or liability for any content appearing on your website. You agree to **INDEMNIFY, HOLD HARMLESS, PROTECT, AND DEFEND** TCA against all claims arising out of, based upon, or otherwise related to your website. No link(s) may appear on any page on your website or within any context containing content or materials that is or may be interpreted as libelous, slanderous, defamatory, trade libel, product disparagement, harassment, harmful, threatening, abusive, hateful, false, invasive of privacy, tortious, obscene, indecent, fraudulent, criminal, that violates the property rights of others (including without limitation infringing the intellectual property rights, i.e., copyright or trademark

infringement), violates the privacy or publicity right of others, are determined to be objectionable by TCA, or any combination thereof. TCA does not authorize any link to any website that exhibits hate, bias or discrimination. Furthermore, TCA reserve the right to deny or remove any link that contains misleading information or unsubstantiated claims, or is determined to be in conflict with our mission or policies.

TCA reserves the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website from your website. You agree to immediately honor such request and remove all links to Website upon receipt of such a request from TCA without delay. TCA also reserves the right to amend these terms and conditions and its linking policy at any time. By continuing to link to Website, you accept such amendment and agree to be bound to and abide by such terms and conditions.

For your information and convenience Website contains links to other websites, applications, and services maintained by third parties, over which TCA has no control. If you select a link to such a website, you are leaving Website and are subject to the privacy and security policies of the owners/sponsors of the website. TCA does not endorse the content, operators, products or services of such websites, and TCA is not responsible or liable for the content, operators, availability, accuracy, quality, advertising, products, services or other materials on or available from such websites. TCA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on or through such websites. TCA does not and cannot authorize the use of copyrighted materials contained in linked websites; users must request authorization from the sponsor of the website. TCA is not responsible for transmissions users receive from linked websites.

Errors, Corrections and Changes

TCA does not represent or warrant that Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. TCA does not represent or warrant that Content available on or through Website will be correct, accurate, timely or otherwise reliable. The subject matter is constantly changing and the information may not be complete or accurate depending on your particular issue. TCA may make changes to the features, functionality or content of Website at any time. TCA reserves the right in its sole discretion to edit or delete any Content, including documents, information or other materials appearing on Website.

Third Party Content

Third party content may appear on Website or may be accessible via links from Website. TCA is not responsible for and assume no liability for any third party content. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect TCA's belief.

Digital Millennium Copyright Act (DMCA) Notices; Copyright Agent

To the extent TCA allows third parties to post information on Website, TCA has implemented a DMCA compliant notice and takedown provision as part of Agreement. TCA has registered an agent with the US Copyright Office to receive notices of copyright infringement under the DMCA.

TCA respects the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement by any content or material on Website, please provide TCA's Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material;
- d. Your address, telephone number, and e-mail address;
- e. 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,
- f. A statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that any content or materials you posted, uploaded or submitted to Website, that were subsequently removed from Website, or to which access was disabled, were improperly removed or disabled, please provide the following Counter-Notification to TCA's Copyright Agent:

- a. your physical or electronic signature;
- b. a description of the materials that have been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;.
- c. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and,
- d. your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

TCA's Copyright Agent for Notice of claims of copyright infringement on Website can be reached by directing an e-mail to the Copyright Agent at copyright@txca.org.

Unlawful Activity.

TCA reserves the right to investigate complaints or reported violations of Agreement and to take any action it deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, IP addresses and traffic information.

Indemnification.

You agree to **INDEMNIFY, HOLD HARMLESS, PROTECT, AND DEFEND** TCA from any and all liability or responsibility for any claim, loss, assessment, surcharge, or tax, including all costs, expenses, penalties, damages, or losses related to your violation of Agreement, use of Website, use of Content, or any combination.

Disclaimer of Warranties

WEBSITE IS PROVIDED "**AS-IS**," "**AS AVAILABLE**," AND WITH "**ALL FAULTS**." **ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED** (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. TCA HAS NO LIABILITY WHATSOEVER, EXCEPT AS PROVIDED HEREIN. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, TCA IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TCA AND YOU. TCA WOULD NOT PROVIDE WEBSITE WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TCA THROUGH WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGES OF ANY KIND RESULTING IN ANY WAY FROM OR CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT FROM WEBSITE IS EXPRESSLY DENIED AND DISCLAIMED.

Limitation of Liability

TCA shall not be liable for any loss, injury, claim, liability, or damages of any kind resulting in any way from (i) any errors in or omissions from Website or information obtained, (ii) the unavailability or interruption of Website or any features thereof, (iii) your use of Website, (iv) the content contained on Website, or (v) any delay or failure in performance beyond the control of TCA.

THE AGGREGATE LIABILITY OF TCA IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO WEBSITE SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST TCA.

Use of Information/Privacy Policy.

TCA reserves the right, and you grant and authorize TCA, to the use and assignment of all information regarding Website uses by you and all information provided by you in any manner consistent with TCA's Privacy Policy. TCA's Privacy Policy, as it may change from time to time, is a part of Agreement. By clicking [Privacy Policy](#) you may review it.

Miscellaneous.

Agreement supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Website, Content, the subject matter of Agreement, and any combination thereof, and such are merged into this Agreement which fully and completely expresses the agreement and constitutes the entire and only agreement between TCA and you.

TCA from time to time, without specific notice to you, amend Agreement. The latest version of Agreement will be posted on Website, and you should review Agreement prior to using Website.

Any amendment to Agreement shall be effective immediately upon posting. Your continued use of Website following posting of amendments to Agreement shall constitute acceptance by you to accept such amendments to Agreement.

Any and all actions regarding Agreement, Website, or both shall be subject to the limitations set forth in Agreement.

Agreement shall be treated as though it were executed and performed in Austin, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

Any claim, dispute, or other difference between you and TCA with respect to Agreement, Website, or both, shall be instituted within one (1) year after the cause of action arose or be forever waived and barred.

You agree and consent to any dispute arising under or in connection with the formation, execution, or termination of this Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Austin, Travis County, Texas.

Any legal controversy or legal claim arising out of or relating to Agreement (excluding legal action taken by TCA or you to obtain injunctive relief relating to intellectual property ownership or infringement), shall be settled solely by confidential binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, with arbitration to occur in the Austin, Travis County, Texas. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Austin, Travis County, Texas. Each party shall bear one-half of the arbitration fees and costs incurred through AAA, and each party shall bear its own attorneys' fees.

The language in Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting Agreement.

The headings in Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of Agreement nor affect any of the rights or obligations of the parties to Agreement.

Should any part of Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect.

To the extent that anything in or associated with Website is in conflict or inconsistent with Agreement, Agreement shall take precedence.

TCA's failure to enforce any provision of Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

TCA's rights under Agreement shall survive any termination of Agreement.

You acknowledge that you are competent to enter into Agreement; you have read Agreement and fully understand its contents, meaning, and consequences; you certify that without exception you accept the terms and conditions of Agreement freely and voluntarily.