THE BOSTON CONSORTIUM FOR HIGHER EDUCATION
WEBSITE TERMS OF USE

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8. No Professional Advice. The Site and Content are provided for general informational purposes only and do not constitute legal, financial, accounting, tax, investment, insurance, risk management, fiduciary, or other professional advice. Use of the Site creates no professional relationship with TBC. Third-party views are those of the persons providing them.

9. Privacy. Information submitted through forms is used to provide TBC programs and as described in any privacy notice TBC posts.

10. **Disclaimer of Warranties.** YOUR USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK. THE SITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, TBC AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "TBC PARTIES") DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DO NOT WARRANT THAT ANY CONTENT WILL BE ACCURATE, CURRENT, SECURE, UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER DOES NOT AFFECT WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

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12. Indemnification. You will defend, indemnify, and hold harmless the TBC Parties from claims, losses, and expenses (including reasonable attorneys' fees) arising out of your breach of these Terms or misuse of the Site or Content. TBC may control the defense of any indemnified claim, and you may not settle it without TBC's prior written consent.

13. Governing Law and Venue. These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts-of-law principles. Any action arising out of or relating to these Terms must be brought exclusively in the state or federal courts located in Boston (Suffolk County), Massachusetts, and you consent to their jurisdiction and venue. TBC may seek injunctive relief in any court of competent jurisdiction.

14. General Provisions

(a) **Entire Agreement.** These Terms constitute the entire agreement concerning the Site and supersede prior understandings on that subject.

(b) **Severability.** If a provision is held invalid or unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will remain in effect.

(c) **No Waiver.** No waiver by TBC is effective unless in writing, and no waiver is a continuing waiver.

(d) **Assignment.** You may not assign or transfer these Terms or your rights or obligations without TBC's prior written consent. TBC may assign these Terms without restriction.

(e) **Force Majeure.** TBC is not liable for failure or delay caused by circumstances beyond its reasonable control, including acts of God, governmental action, utility or internet failures, cyberattacks, or third-party service failures.

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(g) **Electronic Communications.** You consent to receive communications from TBC electronically, and electronic notices satisfy any legal requirement that communications be in writing.

(h) **Interpretation and Survival.** Headings are for convenience, "including" means "including without limitation," and provisions that by their nature should survive will survive termination or expiration.

15. Contact Us. Questions or comments about these Terms, requests for permission to use Content, and notices to TBC should be directed to:

The Boston Consortium for Higher Education, Inc.
130 Rumford Avenue, Suite 213
Auburndale, MA 02466
Phone: 339-225-3820
Email: info@boston-consortium.org