

NYBAP Terms and Conditions

Terms and Conditions

Please read these terms and conditions of use carefully before using this site.

You are applying for a user account at the website of the Network of Young Bangladeshi American Professionals (hereafter "NYBAP"). Membership in this online community is currently free of charge but the NYBAP Organizing Committee (hereafter "the Organizing Committee") reserves the right to charge Members for use of its website and or Membership dues at anytime in the future. You will be notified in writing if Membership fees are required and given the opportunity to change or cancel your Membership at that time.

By using this site, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the NYBAP website. NYBAP reserves the right, at its discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. The terms can be found under the HELP menu, "Terms and Conditions" entry. Your continued use of the NYBAP website and associated web services, following the posting of changes to these terms will mean you accept those changes. **Restrictions on Use of Materials**

You agree, through your use of this website, that you will not post any material which is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, adult material, or otherwise in violation of any International or United States Federal law. You also agree not to post any copyrighted material unless you own the copyright or you have written consent from the owner of the copyrighted material. Spam, flooding, advertisements, chain letters, pyramid schemes, and solicitations are also forbidden on this website. The forums shall be used only in a noncommercial manner.

Limitation of Liability

NYBAP disclaims all liability for messages appearing on message boards, comments made in chat rooms, Web pages hosted by NYBAP, blog entries and comments, and other materials created by NYBAP users. NYBAP has no responsibility for such content and is merely providing access to such content as a service to you.

NYBAP does not endorse, and specifically disclaims any responsibility or liability for, any content on any message board or blog, in any chat room, on any Web page, or on any other content on NYBAP. NYBAP makes no representations about the reliability of services provided by NYBAP or by any third party provider, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on said material and/or systems will be at your own risk. NYBAP makes no representations regarding the amount of time that forums, chat rooms, blogs, message board discussions, uploaded files, or any other content will be preserved by NYBAP.

Un-monitored Message Board

NYBAP does not screen or edit messages posted in message boards, comments made in chat rooms, blog entries, or any other user-created content. However, NYBAP reserves the right to monitor said content and to remove any objectionable material at any time, in our sole discretion. By viewing and/or participating in message boards, chat rooms, blogs, or any other services provided by NYBAP, you acknowledge that you may encounter material that you find offensive [or material that is in violation of the terms and agreements]. NYBAP disclaims any responsibility for such material.

Any complaints regarding the moderation of the NYBAP message boards can be emailed to forums@nybap.org. NYBAP message boards employ an open format and all posts will automatically appear. However, if a post disregards our terms and conditions the message will be deleted and the user may be banned.

Indemnification

You agree to indemnify and hold NYBAP, its parents, subsidiaries, officers and employees, harmless from any claims and expenses, including reasonable attorney's fees, related to your violation of this Agreement, including any abusive or unlawful behavior on the part of you or your dependents, or the infringement of any intellectual property or privacy right of any person.

You shall remain solely liable for the Content you upload or transmit to any Forum, blog, message board, chat room or any interactive areas on the Site. You agree to indemnify and hold harmless NYBAP from any claim, action, demand, loss, expense or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your conduct, your violation of these terms and conditions, or your violation of any rights of a third party. In the event that you have a dispute with one or more users, you release NYBAP (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected.

