

## **NEVADA ADMINISTRATIVE HEARINGS DIVISION (NVAHD) EFILING: TERMS OF USE**

The following terms govern your use of this website. The terms set forth herein apply to all materials, text, data, images, graphics, video, audio, online communications, and other information that is or becomes available through this website (collectively "Information"). BY USING THIS SITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THIS SITE. NVAHD reserves the right to change these terms at any time, effective immediately upon posting on this site. If you do not agree to be bound by these terms, please do not use this site.

### **A. User's Obligation to Abide by Applicable Law**

When using or accessing this website and Information, you shall abide by all applicable federal, state, and local laws, including, without limitation, those pertaining to intellectual property.

Information available on this website may include intellectual property of NVAHD, the State of Nevada (State), or third parties, which is protected under the copyright, trademark and other intellectual property laws of the United States, the State of Nevada ("State"), and/or other countries (collectively "Intellectual Property Laws"). Such Intellectual Property Laws generally prohibit the unauthorized reproduction, distribution, or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings, and other protected materials. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties. Nothing contained on this website should be construed as granting any license or right to use any trademarks, service marks, logos, images, information, or other intellectual property of NVAHD, State, or third parties.

The use of the Great Seal of the State of Nevada is restricted by law.

### **B. Prohibition against Malicious Programming**

You shall not post, transmit or make available in any way through this website any software or other materials which contain a computer virus, Trojan horse, time bomb, worm, or other malicious programming, (collectively "malicious programming"). The State and its agencies have no obligation to detect the presence of any malicious programming. Any downloading of software or other materials or any other use of the information on this website is at your risk, and you are advised to utilize adequate precautions (including use of anti-virus software and file backup procedures) to minimize any loss to your system caused by malicious programming. NVAHD and the State assume no responsibility and shall not be liable for any damage to your system, computer equipment, data, or other property resulting from your access to or use of NVAHD website or your downloading of any Information from the website, or from any malicious programming.

### **C. Linked Sites and Disclaimer of Endorsement**

The Information posted on NVAHD website includes hypertext links or pointers to information created and maintained by other public and/or private organizations. NVAHD provides these links and pointers solely for our users' information and convenience. When users select a link to

an outside website, they are leaving NVAHD website and are subject to the privacy, security and other policies of the owners/sponsors of the outside website.

- NVAHD and the State do not control or guarantee the accuracy, relevance, timeliness, reliability or completeness of the information contained on a linked website.
- NVAHD and the State do not endorse the organizations sponsoring linked websites, and do not endorse the content or views they express or the products/services they offer.
- NVAHD and the State cannot authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the linked website.
- NVAHD and the State are not responsible for transmissions users receive from linked websites.

**D. Use of Website and Information**

The website and information are provided on an “as is” and “as available” basis. Your use of and reliance on the website and information is at your own and sole risk. NVAHD and the State make no claims, promises, or guarantees about the accuracy, completeness, reliability, or adequacy of the information on this website, and expressly disclaim liability for any errors or omissions relating thereto.

You will ensure that all access to and use of the website and the information obtained by you through your access to and use of the website conforms to these Terms of Use and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, or court orders. Without limiting the foregoing, your access to and use of the records, data, databases, documents, materials, and other information accessible through the website shall comply with all applicable statutes and court rules and orders.

**E. Disclaimer of Warranties**

With respect to the website and the information, NVAHD and the State make no representations or warranties of any kind, either express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement of title, lack of negligence, and freedom from computer viruses or malicious programming.

**F. Limitation of Liability**

NVAHD and the State of Nevada will not, under any circumstances, be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind (even if NVAHD and the State have been advised of the possibility of such damages arising) out of or relating to: (1) your use of or inability to use this website or the information, products or services made available on or through this website; (2) your reliance on any information; or (3) any other matter related to this website or the information, products or services made available on or through this website. These limitations of liability shall apply regardless of any legal or equitable theory of liability, including without limitation, theories of tort, contract, or otherwise.

**G. Governing Law and Jurisdiction**

These terms of use shall be governed in all respects by, and construed in accordance with, the laws of the State, without giving effect to the choice of law principles thereof. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Clark County, Nevada for any and all litigation or actions commenced in connection with these terms of use (or your use of the website). This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to NVAHD or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

**H. Modification and Discontinuance**

NVAHD and the State reserve the right to at any time modify or discontinue, temporarily or permanently, the website (or any portion thereof) without notice for any reason or no reason whatsoever. In addition, NVAHD and the State reserve the right at any time to modify or remove any Information without notice to you. You agree that NVAHD and the State shall not be liable to you or any third party for any of the foregoing actions which may be taken by NVAHD or the State.

**I. Headings**

The headings to the sections of these Terms of Use have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe or interpret any such provisions.

**J. Waivers**

Except as specifically provided for in a waiver signed by duly authorized representatives of NVAHD, failure by NVAHD at any time to require performance by you or to claim a breach of any provision of these terms of use shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

**K. Modifications to Terms of Use**

NVAHD or the State may modify these terms at any time without notice to you, and such modifications will be binding on you when posted online. Your continued use of the website following any such modification constitutes your agreement to the Terms of Use as modified.