

## Terms & Conditions

The TASFAA blog, "The TASFAA Star," is provided by the Texas Association of Student Financial Aid Administrators (TASFAA) and ATAC Corporation. All content appearing on this blog is for informational purposes only. TASFAA and ATAC make no representations as to the accuracy or completeness of any information on the blog or found by following any external link on the blog. TASFAA and ATAC will not be liable for any errors or omissions on the site, nor for the availability of this information. TASFAA and ATAC will not be liable for any losses, injuries, or damages from the display or use of this information. These terms and conditions of use are subject to change at any time and without notice.

Please read this Agreement carefully before accessing or using the TASFAA blog. By accessing or using any part of this site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then do not access the site or use any services.

**Responsibility of Contributors.** If you operate this blog, comment on a blog, post material to the blog, post links on the blog, or otherwise make (or allow any third party to make) material available by means of the blog (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; and
- your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods.

TASFAA and ATAC reserve the right (though not the obligation) to, in TASFAA and ATAC's sole discretion (i) refuse or remove any content that, in TASFAA and ATAC's reasonable opinion, violates any TASFAA policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason.

**Responsibility of Website Visitors.** TASFAA and ATAC have not reviewed, and cannot review, all of the material posted to the blog, and cannot therefore be responsible for that material's content, use or effects. By operating the blog, TASFAA does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The blog may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The blog may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. TASFAA and ATAC disclaim any responsibility for any harm resulting from the use by visitors of the blog, or from any downloading by those visitors of content there posted.

**Content Posted on Other Websites.** TASFAA and ATAC have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which tasfaa.org links, and that link to tasfaa.org. TASFAA does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a non- TASFAA website or webpage, TASFAA does not represent or imply

that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. TASFAA and ATAC disclaim any responsibility for any harm resulting from your use of non- TASFAA websites and webpages.

**Copyright Infringement/DMCA.** If you believe that material located on or linked to by TASFAA.org violates your copyright, you are encouraged to notify TASFAA and ATAC in accordance with the policy below. TASFAA and ATAC will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. TASFAA and ATAC will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of TASFAA, ATAC or others.

Copyright Notice – If you believe that any content located on the TASFAA Star blog violates your copyright(s), please use the following steps to file a notice.

1. **Contact the blogger directly.** Go to the blog post in question and leave a comment with your complaint to see if the matter can be resolved directly between you and the blogger.
2. **Send your complaint to our designated agent.** If the issue cannot be resolved directly with the blogger, send your complaint to our designated agent:

TASFAA Blog  
**Email: [dmca@tasfaa.org](mailto:dmca@tasfaa.org)**

You must include the following:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- An identification of the copyright claimed to have been infringed;
- A description of the nature and exact location of the content that you claim to infringe your copyright, in sufficient detail to permit TASFAA and ATAC to find and positively identify that content; for example we require a link to the specific blog post (not just the name of the blog) that contains the content and a description of which specific portion of the blog post – an image, a link, the text, etc – your complaint refers to;
- Your name, address, telephone number and email address; and
- A statement by you: (a) that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; (b) that all of the information contained in your Infringement Notice is accurate, and (c) under penalty of perjury, that you are either the copyright owner or a person authorized to act on their behalf.

**Intellectual Property.** TASFAA and ATAC Corporation own the copyright for all parts of the tasfaa.org website and blog. Permission is granted to download, distribute, reproduce, circulate, or otherwise use documents and materials from the TASFAA Web site free of charge provided the copyright notice is retained intact and the material is clearly attributed to TASFAA. However, no portions of the site may be sold for profit or incorporated in commercial materials without the prior written permission of the President of TASFAA.