

Council for Higher Education Accreditation

Website Terms of Use

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Modifications; Updates

You should review these Terms of Use regularly as they may change at any time at CHEA’s sole discretion. Your continued use of the Website following the posting of changes to the Terms of Use constitutes acceptance of those changes. Modifications will be posted on the Website and the “last updated” date at the top of this page will be revised.

Scope of Use

Subject to your continued acceptance of, and compliance with, these Terms of Use, you are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Website and the information, content, products, and services available on or through the Website (including the Downloadable Content further described below) (collectively, the “**Materials**”). You may view and use the Website and the Materials for your personal, informational, non-commercial use and for no other purpose. Except as expressly provided in these Terms of Use, you may not reproduce, modify, display, or distribute any Materials, or the design and layout of the Website, without CHEA’s prior written consent. CHEA reserves the right, for any reason, at its sole discretion, to terminate, change, suspend, or discontinue any aspect of the Website at any time. CHEA may also impose limits on certain features of the Website or restrict access to any part or all of the Website without notice or penalty.

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Areas of the Website specifically allow users the option to download certain Materials (i.e., research publications, presentations, newsletters, advisory statements, fact sheets, brochures and reports, but excluding publications for purchase and databases) (“**Downloadable Content**”) intended for educational and informational purposes. If Downloadable Content is made accessible to you on the Website, you may download, reproduce, display and distribute such Downloadable Content provided that you (a) do not modify the Downloadable Content or create any derivative works using the Downloadable Content; (b) leave all copyright, trademark, and other intellectual property notices intact; and (c) do not sell, resell, or otherwise exploit the Downloadable Content for commercial purposes without CHEA’s prior written consent. Any reproduction, display or distribution of the Downloadable Content shall (i) prominently identify CHEA as the source of the material, (ii) include a link to these Terms of Use, and (iii) indicate to downstream recipients that the Downloadable Content is licensed in accordance with these Terms of Use.

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It is a violation of these Terms of Use for you to:

- (a) use the Website or any Materials for illegal purposes or in violation of any applicable laws or regulations;
- (b) copy, sell, resell, or exploit for commercial purposes any portion of the Website or any Materials;
- (c) remove, obscure, or otherwise alter any proprietary notices appearing on the Website or on any Materials, including copyright, trademark, and other intellectual property notices;
- (d) use data from the Website or any Materials to send unsolicited commercial e-mails (SPAM);
- (e) use any robot, spider, or other automatic or manual process to monitor, data mine, or copy any Website pages, content, or user information, except as expressly permitted by CHEA;

- (f) interfere with the proper working of the Website including, but not limited to, the transmission of any virus, back door, Trojan horse, denial of service attack or other limiting routine, instruction, or design;
- (g) provide any information that is not true, accurate, current, and complete when submitting information or materials on the Website;
- (h) take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure; or
- (i) assist or permit any persons in engaging in any of the activities described above.

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Any description or reference to non-CHEA products, programs, institutions or services on the Website is for informational purposes only and shall not constitute an endorsement of such products, programs, institutions or services by CHEA. Any opinions, advice, statements, services, offers, or other information expressed or made available by third parties, including users or others, are those of the respective author(s) and do not necessarily state or reflect the views, findings, or opinions of CHEA.

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As a convenience to users, the Website contains links to websites operated by third parties ("**Third-Party Sites**"). The fact that CHEA provides a link to a Third-Party Site does not mean that CHEA endorses, authorizes, or sponsors that Third-Party Site, nor that CHEA is affiliated with the Third-Party Site. Third-Party Sites are not under the control of CHEA, and, as such, access to and use of such Third-Party Sites is at your own risk and subject to the terms of use, privacy policy, and other restrictions of such corresponding third-party. CHEA is not responsible for and hereby disclaims any and all content, advice, or services found, learned, available, or provided on such Third-Party Sites.

Unless otherwise set forth in a written agreement between you and CHEA, you must adhere to CHEA's linking policy as follows: (a) the appearance, position, and other attributes of the link may not be such as to damage or dilute the goodwill associated with CHEA's name or any CHEA trademark, service mark, or logo; (b) the link can not utilize any CHEA trademark, service mark, or logo unless you've obtained the prior written approval of CHEA; (c) the appearance, position, and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, endorsed by, affiliated with, or associated with CHEA; (d) when selected by a user, the link must display the Website on full-screen and not within a "frame" on the linking Site; and (e) CHEA reserves the right to revoke its consent to the link at any time in its sole discretion.

Violations; Termination of Usage

CHEA may terminate or suspend your access to all or part of the Website immediately and without notice for any conduct that CHEA, in its sole discretion, believes is in violation of these Terms of Use or any applicable law or is harmful to the interests of CHEA or any third party. Upon termination, you must immediately cease use of the Website and its content. CHEA reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access to the Website from a particular Internet address.

Additional Policies

Your use of the Website confirms and acknowledges your agreement to be bound by and comply with any of CHEA's other policies and disclaimers governing the use of the Website that are posted on the Website or provided to you electronically or otherwise.

Before using certain features of the Website (e.g., Institutions and Programs Database or International Database) you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Agree," "Yes," or other words or actions that similarly acknowledge your consent or acceptance ("**Click-Through Agreement**"). To the extent there is a conflict between these Terms of Use and any Click-Through Agreement, the Click-Through Agreement will govern with respect to use of and/or access to that feature.

No Warranties

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IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS OF USE, THE WEBSITE, AND/OR THE MATERIALS, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE WEBSITE AND THE MATERIALS, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. YOU CONFIRM THAT CHEA HAS NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, CHEA's liability will be limited to the fullest extent permitted by applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless CHEA and its affiliates, officers, agents, partners, members, and employees from any claim, action, demand, loss, or damages (including reasonable attorneys' fees) arising out of or related to your use of the Website and the Materials, your violation of the Terms of Use, or your violation of any law or rights of a third party. CHEA reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with CHEA in asserting any available defenses.

Governing Law

The laws of the District of Columbia, USA shall govern these Terms of Use, without reference to its choice of law rules. If there is any dispute about or involving the Website, you agree that the dispute will be resolved in a court located in the District of Columbia, USA. You agree to submit to the personal jurisdiction of the courts located in the District of Columbia, USA for the purpose of litigating all such claims.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

Miscellaneous

These Terms of Use, as modified from time to time and including any policies or disclaimers that are incorporated by reference and any Click-Through Agreement, set forth the entire understanding and agreement between you and CHEA with respect to the subject matter hereof. CHEA's failure to exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions of these Terms of Use will remain in full force and effect.

Contact Us

If you have any questions about the Website or these Terms of Use, please contact us at chea@chea.org.