

# NASAA INVESTMENT ADVISER REPRESENTATIVE CONTINUING EDUCATION SYSTEM APPLICATION MANAGEMENT SYSTEM

## CONTENT PROVIDER TERMS OF USE

These NASAA Investment Adviser Representative Continuing Education System (“**IAR CE System**”) Application Management System Content Provider Terms of Use (these “**Content Provider Terms of Use**”) constitute an agreement between the North American Securities Administrators Association, Inc. (“**NASAA**”) and each person (“**You**” or “**Your**”) who accesses the portion of the IAR CE System application management system owned by NASAA available at <http://iarce.nasaa.org> (the “**IAR CE AMS**”) on which content and services exist to support NASAA’s Investment Adviser Representative Continuing Education Program (“**IAR CE Program**”) and that is restricted by NASAA for use only by the creator or provider of educational content (“**Content**”) for inclusion in the IAR CE Program (each a “**Content Provider**”).

**The restricted portion of the IAR CE AMS (the “Content Provider Site”) is intended for registered Content Providers only. Access and use of the Content Provider Site without a user account from NASAA is strictly prohibited.**

BY ACCESSING THE CONTENT PROVIDER SITE, YOU ACKNOWLEDGE AND AGREE THAT THESE CONTENT PROVIDER TERMS OF USE SHALL GOVERN YOUR USE OF THE CONTENT PROVIDER SITE. IF YOU DO NOT AGREE TO THESE CONTENT PROVIDER TERMS OF USE, YOU DO NOT HAVE PERMISSION TO ACCESS OR USE THE CONTENT PROVIDER SITE AND YOU MUST CEASE ALL USE OR ACCESS OF THE CONTENT PROVIDER SITE IMMEDIATELY.<sup>1</sup>

### **1 YOUR AGREEMENT WITH NASAA.**

- 1.1 **These Content Provider Terms of Use.** The IAR CE AMS has unrestricted and restricted portions. These Content Provider Terms of Use govern Your access and use of the Content Provider Site, which is the restricted portion of the IAR CE AMS through which Content Providers registered with NASAA can publicize their Content on the IAR CE AMS. Access and use of the unrestricted portion of the IAR CE AMS (including searching for courses approved by NASAA for credit in the IAR CE Program (“**Courses**”)) is governed by the separate General Terms of Use, which are publicly available on the IAR CE AMS homepage. As a registered Content Provider, Your use of the IAR CE AMS is governed by both the General Terms of Use and these Content Provider Terms of Use (depending upon whether You are accessing and using the unrestricted portion or the restricted portion of the IAR CE AMS).
- 1.2 **Privacy Policy.** Your access and use of the Content Provider Site is subject to NASAA’s Privacy Policy (including NASAA’s Data Privacy Policy) available at [www.nasaa.org/privacy-policy](http://www.nasaa.org/privacy-policy) (collectively, the “**Privacy Policy**”). To the extent You provide any personal or confidential information to the IAR CE AMS, You

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<sup>1</sup> These Content Provider Terms of Use were last updated on April 21, 2026.

acknowledge and agree that NASAA may use Your data or information in accordance with the Privacy Policy, as the same may be modified by NASAA from time to time.

1.3 **Your Acceptance of the Agreement.** Whenever You first access the Content Provider Site, You accept and agree to these Content Provider Terms of Use plus any and all other terms, conditions, rules, or policies that NASAA incorporates herein or posts on the IAR CE AMS (all these materials collectively constituting the “**Agreement**” between NASAA and You with regard to Your use of the IAR CE AMS). Your continued access and use of the IAR CE AMS is conditioned upon Your acceptance of all terms in the Agreement and any information, data or documents (including Content) You access, download, upload, provide or request through the IAR CE AMS must be done in accordance with the Agreement. Your failure to comply could result in NASAA terminating Your registration as a Content Provider (as discussed in Section 5.2.2 below).

1.4 **Changes to these Content Provider Terms of Use or the Agreement.** NASAA reserves the right to change these Content Provider Terms of Use or any other provision of the Agreement at any time for any reason in NASAA’s sole discretion without prior notice (except where required by applicable law). Any such change will apply to You if You continue to access the IAR CE AMS or use of any of its applications, services, data or content thereon. In the event of a conflict between the provisions of these Content Provider Terms of Use and the provisions of the General Terms of Use (as each may be amended from time to time), these Content Provider Terms of Use shall take precedence to the extent of such conflict.

## 2 YOUR ACCESS TO AND USE OF THE CONTENT PROVIDER SITE.

### 2.1 Registering as a Content Provider and Using the Content Provider Site.

2.1.1 The process to create a Content Provider user account and become registered to access and use the Content Provider Site is outlined on the NASAA website at the [For IAR CE Providers](#) webpage. The [For IAR CE Providers](#) webpage and all webpages hyperlinked therein (as NASAA may modify them from time to time in NASAA’s discretion) are hereby incorporated by reference into these Content Provider Terms of Use and thereby become part of Your Agreement with NASAA if you choose to register as a Content Provider. You are responsible for safeguarding Your Content Provider user credentials and You must immediately notify NASAA if You suspect or become aware that Your Content Provider user credentials have been lost or compromised. You are responsible for maintaining and promptly updating the information in Your Content Provider user account.

2.1.2 In addition to the terms set forth through the [For IAR CE Providers](#) webpage, the following standards govern your ability to obtain, use and retain a Content Provider user account:

- (i) You are responsible for safeguarding Your user account information (username and password) and for resetting your user account information if necessary.
- (ii) You are responsible for ensuring any payments you execute through the Content Provider Site are paid properly and debited from the account you intend. NASAA is not responsible for reversing payments you execute in the IAR CE AMS incorrectly.
- (iii) If You are a super account administrator, You are responsible for overseeing and safeguarding all Content Provider user accounts for which you are the administrator.

## **2.2 NASAA's License To You as a Registered Content Provider.**

2.2.1 Subject to Your compliance with all the terms and conditions of the Agreement, as a registered Content Provider NASAA hereby grants You a revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Content Provider Site for Your own lawful purposes, including the right to upload or make available through the unrestricted portion of the IAR CE AMS such documents, data or information (including Content) that You desire to include (and are authorized to include) in the IAR CE Program. This license from NASAA is separate from any license granted to You by NASAA under the General Terms of Use.

2.2.2 As part of Your license from NASAA under these Content Provider Terms of Use, You may:

- (i) hyperlink to the IAR CE AMS from Your own website and social media accounts (provided You do so in a way that is fair, lawful and consistent with the Agreement).

2.2.3 However, You may not (nor shall You assist others to):

- (i) use or repurpose any NASAA intellectual property (such as a NASAA logo); or
- (ii) use or repurpose any document, data or information (including Content) belonging to NASAA, a NASAA member or another Content Provider without express written permission.

## **2.3 Your License To NASAA as a Registered Content Provider.**

2.3.1 By registering as a Content Provider and creating a user, You hereby grant to NASAA a revocable, non-exclusive, non-sublicensable, non-transferable license to reproduce all documents, data and information (including Content) on or through the unrestricted portion of the IAR CE AMS that You upload or make available through the Content Provider Site. You agree that NASAA

may use all documents, data and information (including Content) You upload or make available in accordance with the terms of the Agreement, and You agree to all of the representations and warranties with respect thereto as set forth in Section 3. You may withdraw this license at any time for any reason without notice to NASAA by (i) removing all Your documents, data and information (including Content) from the Content Provider Site and (ii) deleting Your Content Provider user account.

2.3.2 However, Your license to NASAA under Section 2.3.1 confers no ownership rights (whether in copyright, trademark or otherwise) to NASAA in any documents, data or information (including Content) You upload or make available through the Content Provider Site.

2.4 **Access to the Content Provider Site.** You are solely responsible for obtaining and maintaining all Internet connections, hardware and software necessary to access and use the Content Provider Site.

2.5 **Prohibited Conduct.** When accessing and using the Content Provider Site, You may not, and You shall not assist others to:

- (i) post or transmit any material that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct which would constitute a criminal offense or which would violate any law or give rise to civil liability (including by breaching the copyright, trademark or other protected right of a third party);
- (ii) advertise or solicit a product or service without NASAA's express prior written approval or send any advertising or promotional material (such as "junk mail," "chain letters," "spam" or other electronic solicitations);
- (iii) repurpose documents, data or information You do not own for Your commercial purposes, whether for profit or free of charge, or participate in or knowingly permit another person to misuse such documents, data or information;
- (iv) use any data mining tool, software robot, webscraper, or similar data gathering and extraction method to reproduce or copy documents, data and information in bulk, make voluminous, excessive or repetitive requests for information from the IAR CE AMS or bypass hardware or software components of the IAR CE AMS designed to prohibit such volume requests, or otherwise take any action that imposes an unreasonable or disproportionately large load on the IAR CE AMS;
- (v) impersonate NASAA, a NASAA member, any third party, or any employee, agent or contractor thereof, or mislead or mischaracterize the nature of Your relationship with any of the foregoing; or

- (vi) otherwise use the IAR CE AMS (or the IAR CE System) for any purpose that would violate any applicable law or otherwise be inconsistent with the Agreement.

2.6 **Security of the IAR CE Program.** When accessing and using the Content Provider Site, You may not, and You shall not permit others to, violate or attempt to violate the security of the IAR CE Program. In this regard, You may not, and You shall not assist others to:

- (i) probe, scan or test the vulnerability of the IAR CE AMS or breach any security measure, protocol or term of use of the IAR CE AMS or the IAR CE System;
- (ii) engage in, participate in or knowingly permit any disassembly, decompilation, or other reverse engineering of any part of the computer software underlying the IAR CE AMS or the IAR CE System or the applications or functionalities thereon;
- (iii) remove or alter any trademark, logo, copyright, or other proprietary notice, legend, symbol, or label contained on the IAR CE AMS or the IAR CE System;
- (iv) access content You know or suspect is not intended for Your use, even if such access is freely available to You (in which case, please contact us immediately);
- (v) impair the IAR CE AMS to the actual or potential detriment of others by, for example, introducing a computer virus, Trojan horse, worm, logic bomb or other malicious or harmful computer code; or
- (vi) otherwise interfere or attempt to interfere with the proper functioning of the IAR CE AMS or the IAR CE System.

2.7 **Changes to the Content Provider Site.** NASAA reserves the right to change any part of the Content Provider Site at any time without notice, such as by changing:

- (i) the hours of availability of the Content Provider Site;
- (ii) the software or hardware requirements necessary to access and use the Content Provider Site;
- (iii) the types of documents, data or information (including Content) that You can upload to or make available through the Content Provider Site;
- (iv) the eligibility of any previously approved Course to remain eligible for inclusion in the IAR CE Program; or
- (v) any of the applications, data, content or services available on the Content Provider Site, including temporary or permanent disabling or removal of any such applications, data, content or services, or any portions or functionality thereof.

NASAA also has the right, but not the obligation, to monitor the Content Provider Site and the Content and Courses thereon to determine compliance with applicable law and to remove, or cause to be removed, any Content or Course for which, in NASAA's determination, removal is required by applicable law. NASAA and its agents shall have no liability to You or any third party arising from changes made by NASAA pursuant to this Section 2.7.

- 3 **YOUR REPRESENTATIONS AND WARRANTIES.** By accessing and using the Content Provider Site, including by uploading or making available any document, data or information (including Content) on or through the IAR CE AMS, You represent and warrant that all of the following are true.
  - 3.1 **Capacity.** You are at least eighteen (18) years of age and You have the legal capacity to agree to these Content Provider Terms of Use and to be bound by the Agreement.
  - 3.2 **Authority.** You are authorized to enter into the Agreement and to be registered with NASAA as a Content Provider. Your entry into and performance under this Agreement does not violate any contractual or other duty or stipulation to which You are bound.
  - 3.3 **Ownership.** You are the legal owner of all documents, data and information (including Content) You upload or make available through the Content Provider Site or You are acting pursuant to delegated authority of the legal owner(s). You possess all necessary rights, licenses, consents, and authorizations required under applicable law to provide such materials to the Content Provider Site, including without limitation any consents required by applicable laws and regulations governing data privacy, information security, and consumer protection.
  - 3.4 **Accuracy.** All documents, data and information (including Content) You upload or make available through the Content Provider Site is accurate and timely in all material respects to the best of Your knowledge.
  - 3.5 **No Confidential, Prohibited or Disparaging Content.** No document, data or information (including Content) You upload or make available through the Content Provider Site violates any provision of the Agreement.
  - 3.6 **Publication on the IAR CE AMS; Hold Harmless.** You understand that NASAA will make publicly available through the unrestricted portion of the IAR CE AMS all documents, data and information (including Content) approved for public release by You and that You are solely responsible for the contents of such material. You agree further that NASAA has no responsibility for such material and that You will hold NASAA harmless from and against any claim by any third party with respect to the publication of such material.
  - 3.7 **Withdrawal and Termination.** You will immediately remove any document, data or information (including any Content) You have uploaded or made available through the Content Provider Site whenever You suspect such content may violate any provision of these Content Provider Terms of Use. In addition, You agree to terminate

Your Content Provider registration pursuant to Section 5.2.1 below if You can no longer comply with these Content Provider Terms of Use.

- 4 **NASAA'S DISCLAIMERS AND LIMITATIONS ON LIABILITY.** This Section 4 sets forth important limitations on the liability of NASAA, its agents and contractors incident to Your access and use of the Content Provider Site.
  - 4.1 **Under no circumstances will NASAA, its agents or contractors be liable for any damages or other harm to You or any third party arising from any document, data or information (including Content) You upload or make available through the Content Provider Site or that You include in any Course approved by NASAA for inclusion in the IAR CE Program.**
  - 4.2 NASAA has no responsibility for Your compliance with the IAR CE Program, including Your failure to maintain Your status as an approved Content Provider or the failure of any of Your Content to be approved for the IAR CE Program.
  - 4.3 To the maximum extent permitted by applicable law, NASAA is providing the Content Provider Site, and all applications, data, content or services therein, "as is" and "as available" without any warranty of any kind (express or implied). NASAA, on behalf of itself, its agents and contractors, hereby disclaims all warranties and conditions with respect to the Content Provider Site and to the applications, data, content and services available on or through the Content Provider Site, including any and all implied warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose (whether or not NASAA, its agents or contractors know, or have reason to know, or have been advised of or are otherwise in fact aware of any such purpose), whether such warranties are alleged to arise by law, by reason of custom or usage in the trade or by course of dealing.
  - 4.4 Without limiting the generality of the foregoing, NASAA, on behalf of itself, its agents and contractors, does not represent or warrant: (i) the Content Provider Site and the applications, data, content or services available on or through the Content Provider Site will be uninterrupted, secure or free of errors, (ii) that defects, errors or inaccuracies in the Content Provider Site or the applications, data, content and services available on or through the Content Provider Site will be corrected, (iii) that any results obtained from the Content Provider Site or the applications, data, content or services available on or through the Content Provider Site will be accurate, effective or reliable, or (iv) that the Content Provider Site or the servers that make the Content Provider Site available will be free of viruses or other harmful components.
  - 4.5 Further, and without limiting the generality of the foregoing, NASAA, on behalf of itself, its agents and contractors, makes no representations or warranties with respect to the accuracy, dependability, security, authenticity or completeness of data transmitted over the Internet, and under no circumstances will NASAA, its agents or contractors be liable for any damages to You or any third party resulting from any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event introduced through the Internet to the Content Provider Site. You

acknowledge that network or server problems with the Internet may prevent You from accessing or using the Content Provider Site at any time.

- 4.6 NASAA may delete any document, data or information (including Content) You upload or make available through the Content Provider Site (and, in turn, remove it from the unrestricted portion of the IAR CE AMS and the IAR CE Program) at any time without prior notice to You if in NASAA's determination You have violated any provision of these Content Provider Terms of Use.
- 4.7 **No Exemplary Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NASAA, ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU, OR TO ANY OTHER PERSON OR ENTITY WHOSE CLAIMS ARE BASED ON OR DERIVED FROM RIGHTS CLAIMED BY YOU UNDER THE AGREEMENT, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING (i) THE USE OF OR INABILITY TO USE, (ii) THE PERFORMANCE OR NON-PERFORMANCE OF, (iii) THE UNAUTHORIZED ACCESS TO, THEFT, LOSS OR ALTERATION OF, OR (iv) THE SUITABILITY, RELIABILITY, AUTHENTICITY, AVAILABILITY, TIMELINESS OR ACCURACY OF, THE CONTENT PROVIDER SITE, INCLUDING THE APPLICATIONS, DATA, CONTENT AND SERVICES AVAILABLE ON OR THROUGH THE CONTENT PROVIDER SITE, WHATEVER WAY THEY MAY ARISE, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF NASAA, ITS AGENTS OR CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH EXEMPLARY DAMAGES.
- 4.8 **Exceptions to Limitations under Applicable Law.** To the extent applicable law does not permit limitations on warranties or the exclusion or limitation of liability for certain damages, some or all of the above limitations, disclaimers and exclusions set forth in this Section 4 may be inapplicable in that jurisdiction. However, the remainder of this Section 4 shall still apply to the fullest extent permitted by law.
- 4.9 **Your Exclusive Remedy.** If You are dissatisfied with the Content Provider Site, Your sole and exclusive remedy is to discontinue using the Content Provider Site and terminate Your Content Provider Registration pursuant to Section 5.2.1.

## **5 TERM AND TERMINATION OF YOUR CONTENT PROVIDER REGISTRATION.**

- 5.1 **Termination of the Agreement.** The Agreement shall remain in effect until it is terminated by either You or NASAA in accordance with Section 4 of the General Terms of Use.

5.2 **Termination of Your Content Provider Registration and Access to the Content Provider Site.** Either You or NASAA can terminate Your registration as a Content Provider pursuant to the provisions below, which shall also terminate your rights to access and use the Content Provider Site (but which shall not terminate the Agreement and You may continue to use the unrestricted portion of the IAR CE AMS).

5.2.1 **Terminating Your Own Registration.** You may terminate Your Content Provider registration at any time for any reason by deleting your Content Provider user account. You are not obligated to notify NASAA or to take any other action before or after deleting Your Content Provider user account. You may renew your registration as a Content Provider at any time thereafter by applying for a new Content Provider user account and complying with the then-applicable Content Provider Terms of Use.

5.2.2 **Termination by NASAA.** NASAA may terminate Your Content Provider registration at any time without notice to You by terminating Your Content Provider user account. NASAA may do so if in NASAA's determination You have violated any provision of these Content Provider Terms of Use, and this shall not prejudice any other rights or remedies NASAA may have against You.

5.3 **Effects of Termination.** In accordance with Sections 3 and 4, NASAA shall not be liable to You or any third party for direct or indirect damages caused by a termination of Your Content Provider registration or by NASAA's limitation or prevention of Your access to the Content Provider Site. Termination of Your access to the Content Provider Site shall not release You from any liabilities that, at the time of such termination, have already accrued to NASAA, its agents or contractors.

## 6 MISCELLANEOUS.

6.1 **Use Outside of the U.S.** The Content Provider Site is controlled, operated, and administered by NASAA, its agents and contractors from within the United States of America. NASAA makes no representation that the Content Provider Site will be available for use outside the United States. In addition, You may not access the Content Provider Site from any territory in which doing so would be illegal. If You access or use the Content Provider Site from a location outside the United States, You are responsible for Your compliance with all applicable law.

6.2 **Assignment.**

6.2.1 You may not assign, delegate or transfer Your obligations or rights under these Content Provider Terms of Use without NASAA's express, prior written consent (which may be withheld by NASAA for any reason in NASAA's sole discretion). Any such attempted assignment, delegation or transfer shall be null, void, and of no effect. Subject to the foregoing, Your rights and obligations under these Content Provider Terms of Use shall be binding upon,

and shall inure to the benefit of, Your heirs, representatives, successors and assigns as permitted by applicable law.

- 6.2.2 NASAA may assign, delegate or transfer any of NASAA's obligations or rights under these Contract Provider Terms of Use at any time without Your consent and without notice to You. In such eventuality, the Agreement shall remain binding and shall inure to the benefit of NASAA's heirs, successors or assigns.
- 6.3 **Headings.** The section headings used in these Content Provider Terms of Use are for reference and convenience only and are not intended to affect the interpretation thereof.
- 6.4 **Relationship of the Parties.** You agree that no joint venture, partnership, employment or agency relationship exists between You and NASAA as a result of the Agreement or Your status as a Content Provider.
- 6.5 **Feedback to NASAA.** You have no obligation to provide NASAA with ideas, suggestions, or proposals regarding the Content Provider Site, including recommendations for changes or improvements or identification of errors or computer "bugs." To the extent You choose to provide NASAA, its agents or contractors with any such feedback, You hereby grant NASAA a royalty-free, perpetual, irrevocable, non-exclusive, unlimited right and license to use, reproduce, modify, display, perform, and distribute such feedback (in whole or in part) worldwide.
- 6.6 **Survival.** The provisions of Sections 1 (Your Agreement with NASAA), 2 (Your Access to and Use of the Content Provider Site), 3 (Your Representations and Warranties), 4 (NASAA's Disclaimers and Limitations on Liability), and 6 (Miscellaneous) of these Content Provider Terms of Use shall survive any termination of Your Content Provider registration.