**Terms and Conditions of Membership in ATIXA and Use of Members’ Services**

ATIXA wants you to be familiar with the terms and conditions that govern your membership in ATIXA (“membership”) and your access to and use of ATIXA services, websites, and/or other technology (“services”). By joining the association, you agree to be bound by and abide by these terms, including any other policies incorporated by reference. ATIXA reserves the right to revise and update these terms at any time, and any changes become immediately effective when posted on this page. Your continued use of the membership and services indicates that you accept and agree to any changes.

**Membership Terms**

* Membership is open to those who have a demonstrated commonality of interest with Title IX administrators.
* Membership is based on a rolling-year calendar and begins immediately upon receipt of payment and processing by ATIXA. Membership expires after one year. ATIXA reserves the right to increase membership fees at any time.
* ATIXA does not provide any products, training, or event discounts retroactively prior to the membership start date.
* Upon effective date of membership, all membership benefits and access thereto are fully delivered for the entirety of your membership year. Furthermore, it is the member’s responsibility to access member benefits or services of their choosing and ATIXA takes no responsibility for the member’s selection of benefits or services, if any, during the membership term.
* Membership is transferable but is not refundable. ATIXA understands that members may change jobs or institutions during the course of their membership year. A membership is owned by the party who pays for it. A membership purchased by an institution remains with the institution. Individuals may maintain a membership when it was purchased with the individual’s funds.
* Existing members may contact ATIXA at any time at members@atixa.org or (610) 644-7858 to inquire about upgrading membership at any point prior to the membership expiration date.

**Membership Conditions**

* The ATIXA Executive Director, in consultation with the ATIXA Advisory Board as needed, has authority to determine any questions of membership and eligibility. Members will conduct themselves ethically at all times to maintain membership. ATIXA’s Statement of Ethics can be found [here](https://www.atixa.org/resources/statement-of-ethics-and-title-ix-coordinator-competencies/). You also agree to use your membership and services only for lawful purposes. Members who engage in fraud or misrepresentation may have their membership voided.
* No member may be active legal counsel against a member institution in litigation unless a waiver is granted by the Executive Director. In the event that such a conflict of commitment arises, the member must inform the Executive Director immediately. Temporary leaves of absence or resignations can be arranged. Pro rata adjustments or membership extensions can be implemented.
* Applicants for membership agree that in the event that a membership registration is not accepted or is later terminated, that damages shall be limited to the amount of the paid value of the membership, and pro-rated from the date of non-acceptance or termination.

**Limitation of Liability; No Legal Advice**

* **YOUR USE OF THE ATIXA WEBSITE, TECHNOLOGY, AND/OR SERVICES IS AT YOUR OWN RISK, AND ALL ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.** To the maximum extent permitted by law, ATIXA, its affiliates, licensors and service providers, and its respective officers, employees, contractors, and agents will not be liable for any damages arising from or related to your use of your membership or services. You agree to defend, indemnify, and hold harmless TNG (as the management company for ATIXA, chosen by ATIXA), ATIXA, its affiliates, licensors and service providers, and the respective officers, employees, contractors, and agents against any claims or liabilities arising from your use of the membership or services.
* The information presented to members on or though the website and other services is made available solely for information purposes. ATIXA does not warrant its accuracy, completeness, or usefulness. Any reliance you place on such information is strictly at your own risk. ATIXA disclaims all liability arising from any reliance placed on such content by any person, member, and/or trainee. **You acknowledge that the services and content included in an ATIXA membership do not include or otherwise constitute legal advice**. Always consult with your own legal counsel regarding compliance with any applicable laws, regulations, or guidelines.
* All matters relating to membership and services and any dispute or claim shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any suit, action, or proceeding shall be instituted exclusively in the state or federal courts located in Philadelphia, PA.
* Members agree to binding arbitration of all disputes with ATIXA, with an arbitrator selected by ATIXA.

**Other Conditions of Use of ATIXA Membership and Services**

* ATIXA reserves the right to withdraw or amend any service or materials provided, in its sole discretion, without notice. ATIXA is not liable if any part or portion of its services is unavailable at any time or for any period.
* Information that you provide to register with ATIXA and/or use its services is governed by its [Privacy Policy](https://www.atixa.org/privacy-policy/).
* If members are granted a right to publicly post ATIXA materials, membership in good standing requires member and institutional adherence to the terms and conditions by which such materials are made available.
* The ATIXA website [Terms and Conditions](https://www.atixa.org/terms-and-conditions/) govern your use of the ATIXA website; its entire contents, features, and functionalities are owned by ATIXA and are protected by U.S. and international copyright, trademark, and other applicable intellectual property laws. The website, its materials, and ATIXA services are for member non-commercial use only.