

NAHFTA Terms & Conditions (Unified Agreement)

Effective Date: 12.01.2025

1. Acceptance of Terms

By accessing, registering for, or using any part of the NAHFTA website, Marketplace, resources, membership tools, digital downloads, or related services (“Services”), you agree to be bound by this unified Terms & Conditions Agreement (“Agreement”).

This Agreement applies to **all users**, including but not limited to:

- Members
- Vendor Partners
- Service providers
- Manufacturers
- Retailers
- Customers
- Event participants
- Guests and visitors
- Anyone who posts in Classifieds or accesses training, downloads, or Marketplace tools

If you do not agree to this Agreement, you may not use NAHFTA Services.

2. Incorporation of Sub-Policies (Binding Policies)

The following documents are hereby **incorporated by reference** and form an enforceable part of this Agreement:

- **NAHFTA Code of Conduct & Ethics**
- **NAHFTA Industry Responsibilities Framework**
(Service Provider, Manufacturer, Retailer, Customer responsibilities)
- **NAHFTA Vendor Marketplace Guidelines**
- **NAHFTA Membership Guidelines**

By accepting this Agreement, you agree to comply with all applicable policies listed above. **No separate signature is required** for these policies to be binding.

3. User Eligibility & Registration Requirements

To use NAHFTA Services, you must:

- Provide accurate information during registration
- Maintain account security and confidentiality
- Not share login credentials with non-members
- Use the platform honestly, professionally, and in compliance with this Agreement

Unauthorized sharing of access, coupon codes, or restricted content may result in suspension.

4. Use of NAHFTA Website & Platform

Users agree to:

- Act respectfully and professionally
- Not misuse, disrupt, or attempt to circumvent platform features
- Not upload harmful, defamatory, misleading, or inappropriate content
- Not reverse-engineer, scrape, or extract platform data without authorization
- Report any errors or misuse observed

Users acknowledge NAHFTA may update, modify, or improve the platform at any time.

5. Marketplace Participation (Members & Vendors)

For Members:

Members agree to:

- Use vendor discounts and coupon codes privately and only as intended
- Not publicly repost, share, or circulate any vendor-exclusive deals
- Communicate professionally with all vendor partners

- Provide truthful information when making inquiries or purchases

For Vendors:

Vendors must comply with the **Vendor Marketplace Guidelines**, including:

- Maintaining accurate listings and truthful representations
- Providing exclusive pricing meaningfully better than public prices
- Honoring posted discounts and promotions
- Using the NAHFTA Vendor Partner designation only while active

NAHFTA may reorder, feature, or remove vendor listings to support Marketplace integrity.

6. Classifieds Participation (All Members)

Members posting in Classifieds agree to:

- Provide accurate, current, and truthful information
- Respond reasonably promptly to inquiries
- Avoid spam, misrepresentation, or inappropriate content
- Keep postings professional and aligned with NAHFTA standards
- Accept that NAHFTA may remove posts for any reason
- Understand listings auto-expire after 90 days

“Missed Connections” must remain lighthearted, clean, and community-friendly.

7. Digital Downloads, Resources & Tools

NAHFTA may offer operational templates, calculators, pricing models, and other digital resources for members.

Users agree that:

- Downloaded materials are for personal or internal business use only
 - Redistribution, resale, or public posting of NAHFTA digital content is prohibited
 - NAHFTA retains all intellectual property rights for downloadable resources
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8. Intellectual Property

All NAHFTA content—including logos, training materials, templates, policies, articles, and brand assets—is protected intellectual property.

Vendor Partners may use the NAHFTA name, logo, and “Vendor Partner” designation only while their membership is active and in compliance with guidelines.

All users must discontinue use of NAHFTA branding immediately if membership is suspended or terminated.

9. Enforcement & Compliance (Unified Section)

NAHFTA may, at its discretion:

- Suspend, limit, or terminate access to NAHFTA Services
- Remove or restrict content
- Disable or delete accounts
- Limit participation in Marketplace or Classifieds
- Deny or revoke membership
- Restrict use of discounts or event access

These actions may be taken for violations of:

- This Agreement
- The Code of Ethics
- Industry Responsibilities
- Vendor or Member Guidelines
- Any incorporated policy

While NAHFTA may provide notice or an opportunity to correct issues when practical, **NAHFTA is not required to do so**, especially in cases involving harassment, unethical conduct, misuse, safety concerns, disruption, or legal exposure.

10. Termination

NAHFTA may terminate access at any time for violation of any policy or for conduct detrimental to the community or Marketplace.

Users may also terminate their membership at any time; however, **fees are non-refundable unless otherwise stated in writing by NAHFTA.**

Termination does not relieve users of obligations accrued prior to the termination date.

11. Limitation of Liability

NAHFTA's total cumulative liability for any claim arising from use of the platform shall not exceed the total membership or subscription fees paid in the preceding 12 months.

NAHFTA is not liable for:

- Vendor actions or pricing
- Classified transactions
- User-generated content
- Third-party services
- Consequential, incidental, or special damages

Users assume responsibility for evaluating vendor offerings and conducting due diligence.

12. Modifications to Agreement

NAHFTA may update this Agreement at any time. Notice of material changes will be provided when feasible. Continued use of Services constitutes acceptance of updated terms.

13. Governing Law & Venue

This Agreement is governed by the laws of the State of Arizona. Any disputes shall be resolved exclusively in courts located in Maricopa County, Arizona, unless otherwise required by law.

14. Contact Information

For questions regarding this Agreement or any NAHFTA policy, please contact:
support@nahfta.org or your NAHFTA representative.