

TERMS OF USE

National Class E Scow Association

Last Updated: August 31, 2026

These Terms of Use govern your use of the website operated by the National Class E Scow Association (“NCESA,” “we,” “us,” or “our”).

By using this website, you agree to these Terms of Use. If you do not agree with these terms, please do not use the website.

Purpose of the Website

The NCESA website provides information and services relating to the National Class E Scow Association, E Scow sailing, membership, racing, education, class history, Association programs, and other activities consistent with NCESA's mission.

Website Content

NCESA makes reasonable efforts to provide accurate and current information. However, information on the website may contain errors or become outdated.

Official NCESA governing documents, class rules, notices of race, sailing instructions, and other official documents control when there is a conflict between those documents and informational content appearing elsewhere on the website.

NCESA may modify, remove, or update website content at any time.

Member Accounts

Some website features may require an NCESA membership or user account.

You are responsible for maintaining the confidentiality of your login credentials and for activity conducted through your account. You may not use another person's account or provide your credentials to another person for unauthorized access.

NCESA may suspend or terminate an account when reasonably necessary to protect the website, Association records, members, or other users.

Acceptable Use

You may not use the NCESA website to violate any law; infringe the rights of another person; interfere with the operation or security of the website; attempt unauthorized access to accounts or systems; distribute malicious software; impersonate another person or organization; collect member information for unauthorized commercial purposes; or

post unlawful, threatening, abusive, fraudulent, defamatory, obscene, or otherwise inappropriate material.

Member Directory

Information contained in the NCESA member directory is provided to facilitate communication within the Association and E Scow community.

Directory information may not be harvested, copied in bulk, sold, distributed, or used for unsolicited commercial solicitation or mass marketing.

Classified Advertisements and Marketplace

The NCESA Marketplace provides a venue through which members may advertise boats, sails, equipment, and other appropriate E Scow-related items.

NCESA is not the buyer, seller, broker, agent, or guarantor in transactions between users. Buyers and sellers are responsible for evaluating listings, communicating with one another, determining payment and delivery arrangements, and completing transactions.

NCESA does not guarantee the accuracy of a listing, the condition or ownership of an item, the identity or reliability of a buyer or seller, or the completion of any transaction.

NCESA may remove listings that are inappropriate, inaccurate, outdated, fraudulent, unrelated to the purpose of the Marketplace, or otherwise inconsistent with NCESA policies.

User-Submitted Content

By submitting photographs, text, classified listings, race reports, comments, or other content to NCESA for publication, you represent that you have the right to provide that material.

You retain ownership of material you own. By submitting material for publication, you give NCESA permission to reproduce, display, format, and distribute it as reasonably necessary for NCESA's website, publications, archives, and communications.

NCESA may decline, edit, or remove submitted material at its discretion.

Copyright

Unless otherwise indicated, content created or owned by NCESA, including text, graphics, logos, publications, compilations, and other materials, is protected by applicable copyright and other intellectual property laws.

Website content may be viewed, downloaded, or printed for personal, noncommercial use unless otherwise stated.

Content may not be reproduced or distributed commercially without permission from NCESA or the applicable copyright owner.

Photographs and other materials credited to third parties remain subject to the rights of their respective owners.

Trademarks

NCESA names, logos, class marks, and other identifying marks may not be used in a manner that falsely suggests endorsement, sponsorship, affiliation, or authorization by NCESA.

Third-Party Websites and Services

The website may contain links to third-party websites and may use third-party services.

NCESA does not control and is not responsible for the content, availability, security, policies, or practices of third-party websites or services.

Regattas and Sailing Information

Schedules, results, notices, rules, and other racing information are provided for convenience.

Sailors and competitors are responsible for consulting the applicable official Notice of Race, Sailing Instructions, Racing Rules of Sailing, NCESA rules and scantlings, and communications issued by the organizing authority.

Disclaimer

The NCESA website and its content are provided on an “as available” basis. To the extent permitted by law, NCESA makes no warranty that the website will always be available, uninterrupted, error-free, or free of harmful components.

Information provided through the website is for general informational purposes and should not be relied upon as professional, legal, financial, medical, or safety advice.

Limitation of Liability

To the extent permitted by law, NCESA and its officers, directors, volunteers, employees, contractors, and representatives will not be liable for indirect, incidental, consequential, special, or punitive damages arising from use of, or inability to use, the website.

Nothing in these Terms is intended to exclude liability that cannot legally be excluded.

Privacy

Use of the website is also subject to the NCESA **Privacy Policy**.

Changes to These Terms

NCESA may revise these Terms of Use as the website, Association services, or applicable requirements change. The date at the top of this page identifies the most recent revision.

Continued use of the website after revised terms are posted constitutes acceptance of the revised terms to the extent permitted by law.

Contact Us

Questions about these Terms of Use may be submitted through the **Contact Us** page on the NCESA website.