

**Last Updated: October 10, 2024**

**National Collegiate Athletics Association – Transfer Portal Terms and Conditions**

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF THIS WEB APPLICATION. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THIS WEB APPLICATION. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU ARE NOT GRANTED PERMISSION BY THE NCAA TO ACCESS OR OTHERWISE USE THIS WEB APPLICATION. BY PROCEEDING TO ACCESS THIS WEB APPLICATION, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS.

**The National Collegiate Athletics Association User Agreement**

Welcome to the National Collegiate Athletics Association (“NCAA”) transfer portal (also referred to as the “Application”). This Agreement contains the terms, covenants, conditions, and provisions (the “Terms and Conditions”) upon which You (the “User,” “You,” or “Your”) may access and use this Application. As it relates to this Application, the only authorized Users shall belong to the NCAA or the NCAA’s athletic conferences and member institutions.

**Terms and Conditions**

By accessing, viewing, or using this Application, You indicate that You understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract and equally binding, and that You accept such Terms and Conditions and agree to be legally bound by them. Please note that the NCAA reserves the right to change the Terms and Conditions under which this Application and its offerings are extended to You. Your continued use of this Application following such modifications will be conclusively deemed acceptance by You of any changes to these Terms and Conditions. The NCAA will provide reasonable notice that these Terms and Conditions have been changed on our Application; please watch for such notices as individual email notice may not be provided.

If you are unwilling to accept these Terms and Conditions, we ask that You do not use this Application. When You use this Application, you agree to be bound by the then-current Terms and Conditions. If You do not agree to be bound by the Terms and Conditions, Your sole remedy is not to use this Application. Each time You use this Application, you should visit and review the Terms and Conditions. We reserve the right to occasionally update the Terms and Conditions. At such time, we will also revise the “last updated” date at the beginning of the Terms and Conditions. For material changes to this Terms and Conditions, we will notify You by placing a prominent notice on this Application.

As used in these Terms and Conditions, the NCAA’s “Affiliates” refers to NCAA’s host organization, affiliated organizations and companies, members, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Application and/or its contents.

## **1. License Grant**

These Terms and Conditions provide You with a personal, limited, revocable, nonexclusive, nontransferable license to use this Application conditioned on Your continued compliance with these Terms and Conditions. You may print and download materials and information on this Application solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. As a further condition of use of this Application, You warrant to the NCAA that You will not use this Application for any purpose that is unlawful, unauthorized, or otherwise prohibited by these Terms and Conditions.

## **2. Corrections and Changes**

While the NCAA endeavors to keep the materials on the Application up to date, the NCAA cannot and does not assume responsibility for any errors or omissions in these materials. The NCAA further does not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within these materials. The NCAA may make changes to these materials, or to the products or services described herein, at any time without notice, and makes no commitment to update the information contained herein. If You do become aware of an error, please contact us.

## **3. Confidentiality of Application**

While the NCAA has endeavored to create a secure and reliable Application, please be advised that the confidentiality of any communication or material transmitted to/from this Application over the Internet cannot be guaranteed. Accordingly, the NCAA and its Affiliates are not responsible for the security of any information transmitted via the Internet.

## **4. Intellectual Property Rights**

All material contained on this Application, unless otherwise indicated, is protected by law including, but not limited to, United States copyright and trademark law, as well as other state, national, and international laws, and regulations. Except as expressly provided herein, the NCAA does not grant any express or implied right to You. The contents of this Application are Copyright© 2024 (“NCAA All Rights Reserved”). Icons identifying the NCAA and its services are proprietary marks of the NCAA. All other product names, company names, and other marks are trademarks of their respective owners. Nothing in these Terms and Conditions grants You any right to use any trademark, service mark, logo, and/or trade name of the NCAA or its Affiliates.

Many of the trademarks/service marks and/or logos (collectively the “Marks”) displayed on this Application identify the services and products of the NCAA and related organizations and inform the public as to the source of those services and products. Your misuse of any Marks is strictly prohibited, including without limitation, your use of Marks in any of the following ways:

- In a manner likely to cause confusion;
- To identify your products or services;

- In, as, or part of your own trademarks or service marks;
- In a manner that inaccurately implies a sponsorship, endorsement, or other connection with your products, services or other activities; or
- In a manner that disparages or dilutes the Marks.

You agree not to display or otherwise inappropriately use the Marks without prior written permission from us. Please make such requests by email to [trademarks@ncaa.org](mailto:trademarks@ncaa.org). We will evaluate your request and respond as soon as possible.

## **5. Copyright Owners' Rights Under the Digital Millennium Copyright Act Of 1998**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law.

If You believe in good faith that materials hosted by the NCAA infringe Your copyright, You (or Your agent) may send us a notice requesting that the materials be removed, or access to them blocked. If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, the DMCA permits You to send us a counter-notice.

Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information on the DMCA is the U.S. Copyright Office application. Notices and counter-notices for the Application should be sent to:

Attn: NCAA, Office of Legal Affairs  
Copyright Agent  
P.O. Box 6222  
Indianapolis, Indiana 46206-6222

We suggest that You consult Your legal advisor before filing a notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

## **6. Disclaimer of Warranty and Limitation of Liability**

Use of this Application is entirely at Your own risk and is subject to all applicable state, national and international laws and regulations. ALL MATERIALS ON THIS APPLICATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

NEITHER THE NCAA NOR ITS AFFILIATES/MEMBERS SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO, OR USE

OF, THE APPLICATION; (B) ANY PRODUCTS, SERVICES, INFORMATION, ACTIVITIES, AND/OR MATERIALS AVAILABLE ON OR THROUGH THE APPLICATION; (C) ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, OR INACCURACY FOUND IN OR THROUGH THE APPLICATION, REGARDLESS OF ITS ORIGIN; (D) ANY BREACHES OF SECURITY INVOLVING THE APPLICATION OR YOUR ACCOUNT, OR ANY LACK OF AVAILABILITY OR OPERATIONAL PROBLEM OF, THE APPLICATION; OR (E) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR USE OF THE APPLICATION. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

## **7. Code of Conduct**

You agree not to do the following:

- a. Restrict or inhibit any other user from using and enjoying the Application. This includes, without limitation: (1) using, or attempting to use, any account without the owner's permission, (2) obtaining or soliciting another person's password or other personal information under false pretenses, or (3) impersonating another user or otherwise misrepresenting Yourself to the NCAA, our Affiliates, the Application's systems, or other entities;
- b. Interfere (or attempt to interfere) with the operation of the Application. This includes, without limitation, (1) interfering with, defeating, or circumventing any security function of the Application, or attempting to do so, or (2) accessing, or attempting to access, any portion of the Application that You are not authorized to access. Unauthorized access (or attempts) may subject You to civil and/or criminal penalties;
- c. Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by the NCAA) information or material;
- d. Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- e. Post, store, or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the Application specifically designated for such purpose (and subject to applicable Application rules);

- f. Misuse any e-mail function available on or through the Application. This includes, without limitation, (1) sending unsolicited commercial e-mail to any account that causes complaints from the recipients, (2) continuing to send commercial e-mail to a recipient if recipient has requested that You discontinue such communication, (3) sending bulk e-mails, “spam,” chain letters, “mail bombs,” or other disruptive transmissions, or (4) forging message headers or otherwise concealing an e-mail address or preventing others from responding to a message, or attempting to do so;
- g. Use the Application to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
- h. Use the Application to post, store, or transmit materials in violation of another party’s copyright or other intellectual property rights. You are solely responsible for determining whether any material You post, store, or transmit is subject to a third party’s rights;
- i. Use the Application for any unlawful purposes; or
- j. Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Application.

## **8. Enforcing Security**

Actual or attempted unauthorized use of the Application may result in criminal and/or civil prosecution. For Your protection, the NCAA reserves the right to view, monitor, and record activity on the Application without notice or permission from You. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Application. The NCAA will also comply with all court orders involving requests for such information.

Suspension or Termination

## **9. Term and Termination**

This Agreement will take effect at the time You begin using this Application (thereby indicating acceptance of these Terms and Conditions). The NCAA reserves the right at any time and for any reason to deny You access to the Application or any portion thereof, and to terminate this Agreement. Termination will be effective without notice.

## **10. Privacy**

The NCAA considers Your personal data to be private and uses commercially reasonable efforts to keep any collected information confidential, except as the NCAA has disclosed to You in advance. [Please see the NCAA’s Privacy Policy](#) for a summary of the NCAA’s personal data collection and use practices. By using this Application, You consent to the NCAA’s collection and use of personal data as outlined therein.

## **11. Submissions**

The NCAA welcomes Your feedback and suggestions about how to improve this Application. Any ideas, suggestions, information, know-how, material, or other content (collectively, “content”) received through this Application, however, will be deemed to include a royalty-free, perpetual, irrevocable, transferable, worldwide, nonexclusive right and license for the NCAA to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part), or act on such content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content.

The NCAA may refuse to post, or may remove at any time, any content received through this Application for any reason.

## **12. User Transactions**

All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Application are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Application does not imply or warrant that these products or services will be available. It is Your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Application. By placing an order, You represent that the products ordered will be used only in a lawful manner. All DVDs, publications, and similar products sold are for private, non-public, home use (where no admission fee is charged) and may not be duplicated. The NCAA reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by You or on Your behalf through the Application, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, You remain responsible for any taxes that may be applicable to Your Transactions.

The NCAA, our agents or delivery partners may call or text by telephone, email, or otherwise message with You regarding Your account. You agree that we may place such calls or texts using an automatic dialing/announcing device, or deliver such emails via an automatic messaging device. You agree that we may make such calls, texts, and/or emails to a mobile telephone, computer, or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations You have with us.

## **13. Password Policy**

Your use of certain portions of this Application may require a password. Accordingly, You must keep Your password secret and confidential. By agreeing to these Terms and Conditions, You

agree to be solely responsible for the confidentiality and protection of Your respective password. You must also immediately notify the NCAA if You become aware of any loss or theft of Your password or any unauthorized use of Your password. The NCAA reserves the right to delete or change a password at any time and for any reason whatsoever.

#### **14. E-mails**

The NCAA may employ automated monitoring devices or techniques to protect our systems and/or users from mass unsolicited mailings (also known as “spam”) and/or other types of electronic communications that we deem inconsistent with our organizational purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any undesired communication that is not blocked.

#### **15. Limitation of Service**

The NCAA reserves the right to limit, in its sole discretion, the availability of the Application and/or the provision and quantity of any product, service, and/or information to any person, geographic area, or jurisdiction it so desires. Any offer for any service, and/or information made in connection with the Application is void where prohibited.

#### **16. Indemnification**

You agree to defend, indemnify, and hold harmless the NCAA and its Affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, members, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from Your use of the Application, any breach by You of these Terms and Conditions, or any other matter for which You are responsible hereunder or under law.

#### **17. Waiver**

Failure to insist on strict performance of any of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by the NCAA of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

#### **18. Governing Law & Dispute Resolution**

Any disputes arising in connection with these Terms and Conditions shall be resolved by binding arbitration in the State of Indiana by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. All arbitration hearings arising hereunder shall be conducted at the offices of the American Arbitration Association located in Indianapolis, Indiana, Marion County. The award shall be enforceable in any court having jurisdiction thereof. The validity, construction, and performance of these Terms and Conditions shall be construed in accordance with the laws of the State of Indiana, irrespective of its conflict of law rules.

This Application is controlled and operated by the NCAA from its offices within the United States. NCAA makes no representation that materials on the Application are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Application are illegal is prohibited. If You choose to access this Application from other locations, You do so on Your own volition and are responsible for compliance with any applicable local laws.

## **19. Costs & Attorneys' Fees**

In any action to enforce these Terms and Conditions, the prevailing party will be entitled to reasonable costs and attorneys' fees.

## **20. Severability**

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

## **21. Entire Agreement/Reservation of Rights**

These Terms and Conditions and the NCAA's Privacy Policy, which are hereby incorporated as if set forth fully in these Terms and Conditions, represent the entire agreement between You and the NCAA with respect to Your use of and material available on or through this Application, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and the NCAA with respect to this Application. Any rights not expressly granted herein are reserved.

**BY USING THIS PORTAL, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. AS A CONDITION OF YOUR USE OF THIS WEB APPLICATION, YOU WARRANT THAT YOU WILL NOT USE THIS WEB APPLICATION FOR ANY PURPOSE THAT IS UNAUTHORIZED AND/OR UNLAWFUL.**