

# NORTHAMPTON AREA SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: TERMS OF USE

ADOPTED: July 7, 2008

EFFECTIVE: August 27, 2008

REVISED: November 21, 2011

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|  | <p style="text-align: center;">815.3 TERMS OF USE</p> <p>1. Purpose<br/>It is the purpose of this policy to specify the Terms of Use for the Northampton Area school District’s website located at <a href="http://www.nasdschools.org">www.nasdschools.org</a> or <a href="http://www.northampton.k12.pa.us">www.northampton.k12.pa.us</a>.</p> <p>2. Authority<br/>The Superintendent of Schools or his/her designee shall be responsible to post the district’s Terms of Use guidelines on the home page of the district’s website.</p> <p>3. Guidelines<br/>The following information shall be posted on the Northampton Area School District’s website at all times:</p> <p>“This Terms of Use (i.e., Agreement) sets forth the terms and conditions that apply to use of the website located at <a href="http://www.nasdschools.org">www.nasdschools.org</a> or <a href="http://www.northampton.k12.pa.us">www.northampton.k12.pa.us</a> (also hereafter referred to as “<a href="http://www.nasdschools.org">www.nasdschools.org</a> or <a href="http://www.northampton.k12.pa.us">www.northampton.k12.pa.us</a>,” or the “website”) and the services and materials (the “Services”) offered by <a href="http://www.nasdschools.org">www.nasdschools.org</a> or <a href="http://www.northampton.k12.pa.us">www.northampton.k12.pa.us</a>.</p> <p><b>PLEASE READ THIS AGREEMENT INCLUDING A DISCLAIMER CAREFULLY BEFORE using ANY SERVICE OF WWW.NASDSCHOOLS.ORG OR WWW.NORTHAMPTON.K12.PA.US. USERS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE WEBSITE.</b></p> <p>The Northampton School District (“School District”) reserves the right to change or modify the terms and conditions of this Agreement that are applicable to this website. Such changes or modifications shall be effective immediately upon notice posted on this website. Any use of this website after such notice shall constitute acceptance of the changes or modifications.</p> |
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**1. Copyright Complaints/Use of Material**

All website design, text, graphics, images, photographs, illustrations, audio clips, video clips, artwork, logos, button icons, software, and other copyrightable elements, and the selection, collection, assembly, compilation, and arrangement thereof, and trademarks, service marks, and trade names, (collectively referred to as the "Material"), are the property of Northampton Area School District, its officers, affiliates, assigns, licensors or other respective owners and are protected without limitation pursuant to United States and foreign copyright, trademark, patent, intellectual property, and other laws. Northampton Area School District grants a personal, non-exclusive, non-assignable and non-transferable license to view and to download a single copy to use and display for non-commercial and personal use only, provided that users maintain all copyright, trademark, service mark, and other notices contained in such Materials and keep in tact all copyright and other proprietary notices. Website users agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any Material to any third party (including, without limitation, the display and distribution of the Material via a third party website) without the express prior written consent of Northampton Area School District. Use of *www.nasdschools.org* or *www.northampton.k12.pa.us* and/or its licensors' Material is only permitted with express written permission. Website users further agree not to disassemble, decompile, reverse engineer or otherwise modify the Material. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws. The use of the Material on any other website or in a networked computer environment for any purpose is prohibited. Website users may not copy or adapt the code on any part of the website, including that which *www.nasdschools.org* or *www.northampton.k12.pa.us* creates to generate its pages, or is generated in portions of the site licensed from or by a third party. This code is also protected by Northampton Area School District's copyright and other intellectual property rights, as well as the copyright and intellectual property rights of portions licensed from or by a third party.

We respect others' intellectual property rights. If it is believed that work has been copied in a way that constitutes copyright infringement or if any material placed by any third party on this website infringes copyright, please call or e-mail us at 610-262-6815 or [admin1@nasdschools.org](mailto:admin1@nasdschools.org).

## 2. General Prohibited Uses

Users may not use the website in order to transmit, distribute, store, or destroy Material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret, or other intellectual property rights of others or violate the privacy, publicity, or other personal rights of others, and/or (c) that is defamatory, obscene, harassing, threatening, abusive, hateful, terroristic, or otherwise objectionable. Users may not use the website in order to transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us).

Users are prohibited from violating or attempting to violate the security of the website, including, without limitation, (a) accessing data not intended for such user to access, (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus, worm, spyware, Trojan horse or other harmful or disruptive component, to the website, overloading, "flooding," "spamming," "mail bombing," "crashing," "hacking" or "cracking" or defacing any portion of *www.nasdschools.org* or *www.northampton.k12.pa.us*, (d) sending unsolicited email, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

Violations of system or network security may result in discontinued access to the website and services, and/or civil or criminal liability. Northampton Area School District may investigate violations and may involve law enforcement authorities to prosecute those responsible.

## 3. Specific Prohibited Uses

The website may be used only for lawful purposes. Users agree not to engage in the following prohibited activities:

- Deleting or revising any material posted by the School District, or any other authorized person or entity.
- Using any device, software, or routine to interfere, or attempt to interfere with the proper working of this website or any activity conducted on this site.

- Using or attempting to use any engine, software, tool, agent, or other device, retrieval application, or mechanism (including without limitation browsers, scrapers, spiders, robots, avatars, or intelligent agents) to navigate, retrieve, index, “data mine,” or search this website or in any way reproduce or circumvent the navigational structure or presentation of any *www.nasdschools.org* or *www.northampton.k12.pa.us* contents other than the search engine and search agents available from *www.nasdschools.org* or *www.northampton.k12.pa.us* and other than generally available third-party web browsers (e.g., Firefox, Safari, Microsoft Internet Explorer, Google Chrome, Opera).
- Attempting to modify, adapt, sublicense, translate, sell, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website.
- Aggregating, copying, or duplicating in any manner any of the materials or information available from the website beyond what is authorized under this Agreement.
- Framing or mirroring any part of *www.nasdschools.org* or *www.northampton.k12.pa.us* without prior written authorization, or linking to any of the materials or information available from the website, without permission.
- Harvesting or collecting information about visitors to or members of *www.nasdschools.org* or *www.northampton.k12.pa.us* without their express consent.
- Permitting anyone whose service was terminated to use any *www.nasdschools.org* or *www.northampton.k12.pa.us* service through a third party’s service.

Violations of system or network security may result in discontinued access to the website and services, and/or civil or criminal liability. Northampton Area School District may investigate violations and may involve law enforcement authorities to prosecute those responsible.

#### **4. Disclaimer**

**NORTHAMPTON AREA SCHOOL DISTRICT WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE INFORMATION PROVIDED OR USED. USERS EXPRESSLY UNDERSTAND AND AGREE TO HAVE READ, UNDERSTAND, AND WILL AT ALL TIMES COMPLY WITH THIS TERMS OF USE AND ALL LOCAL, STATE AND FEDERAL LAWS.**

**USERS SHOULD EXPRESSLY UNDERSTAND AND AGREE THAT USE OF THE SERVICE IS AT ONE’S OWN RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NORTHAMPTON AREA SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES AND OFFICERS, TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE, AND LOCAL LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**NORTHAMPTON AREA SCHOOL DISTRICT USING *WWW.NASDSCHOOLS.ORG* OR *WWW.NORTHAMPTON.K12.PA.US* MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET THE USER’S REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICE WILL MEET EXPECTATIONS, AND/OR (5) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USERS FROM *WWW.NASDSCHOOLS.ORG* OR *WWW.NORTHAMPTON.K12.PA.US* OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.**

**ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ONE’S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, “TROJAN HORSES”, SPYWARE, AND/OR OTHER DESTRUCTIVE MATERIALS, WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE OR ANY INFORMATION OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS WEBSITE DO NOT OR WILL NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO ANY SUCH FEATURES.**

**NORTHAMPTON AREA SCHOOL DISTRICT WILL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR INABILITY TO USE THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSIONS OR DATA, THE CONTENT OR ANY ERRORS OR OMISSIONS IN THE CONTENT, AND/OR ATTORNEYS' FEES. USERS AGREE NOT TO INFLICT ANY INJURY OR DAMAGE ON *WWW.NASDSCHOOLS.ORG* OR *WWW.NORTHAMPTON.K12.PA.US* BY ANY MEANS, AND THAT, IF USERS WOULD INFLICT SUCH INJURY OR DAMAGE, THEY WILL BE SUBJECT TO PUNISHMENT UNDER APPLICABLE LAW. THIS EXCEPTION OF LIABILITY APPLIES WHETHER BASED ON TORT, CONTRACT, WARRANTY OR AN OTHER LEGAL THEORY AND WHETHER THE SCHOOL DISTRICT HAS BEEN GIVEN NOTICE OF POSSIBLE DAMAGES.**

#### **5. Use of Links**

The *www.nasdschools.org* or *www.northampton.k12.pa.us* website may contain links (hyperlinks) to Internet sites that are not maintained by or under the control of Northampton Area School District. Northampton Area School District using *www.nasdschools.org* or *www.northampton.k12.pa.us* provides these links only as a convenience and is not responsible for the content of those sites. Access such sites at your own risk. In addition, the appearance of a link does not imply Northampton Area School District's endorsement of the site. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through our website, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

#### **6. Indemnification**

Users shall agree to indemnify, defend, and hold harmless, Northampton Area School District, its board of school directors, employees, agents, content providers or licensors from and against any and all claims (including, but not limited to, claims for defamation, privacy and intellectual property infringement), and damages, losses, costs, (including attorneys' fees and other court costs), or other expenses that arise directly or indirectly out of or from: (a) use of *www.nasdschools.org* or *www.northampton.k12.pa.us*'s website, or any services related to our website; and (b) any violation of this Agreement.

## 7. Applicable Laws

This site is controlled and operated by the School District in Northampton County, Pennsylvania. As such, this Agreement will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of laws provisions. The user hereby submits, through use of the site to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within its jurisdiction for purposes of any and all litigation arising out of the use of this site, more particularly, the Court of Common Pleas of Northampton County or the United States District Court for the Eastern District of Pennsylvania. The user waives any objections to the forum of Pennsylvania for lack of venue, *forum non conveniens*, or any other jurisdictional ground.

Northampton Area School District, by providing [www.nasdschools.org](http://www.nasdschools.org) or [www.northampton.k12.pa.us](http://www.northampton.k12.pa.us), does not represent or warrant that materials or content on the site are appropriate or available for use in other locations and access to them from territories where the content is illegal or prohibited. If this site is accessed from other locations, it is done so at one's own risk and the user shall be responsible for compliance with any and all local laws.

If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this agreement and the remaining provisions of this agreement will remain in force. This contains the entire agreement between you and [www.nasdschools.org](http://www.nasdschools.org) or [www.northampton.k12.pa.us](http://www.northampton.k12.pa.us) concerning your use of the website.

Users agree not to resell or assign their rights or obligations under the Agreement, and shall not make any unauthorized commercial use of the website.

No waiver of any term of the Agreement will be deemed a further continuing waiver of such other term.

Contact information: please call or e-mail us at [610-262-6815](tel:610-262-6815) or [admin1@nasdschools.org](mailto:admin1@nasdschools.org).