

SCHOOLWIRES, INC. TERMS OF USE

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The organization providing the Site (the "Organization") provides it to you subject to the following Terms of Use ("TOU") which may be updated without notice to you, and which updates become effective when posted. You are responsible for regularly reviewing these TOU. Continued use of the Site after any such updates shall constitute your consent to such changes. By accessing, browsing and using the Site, you accept, without limitation or qualification, these TOU. If you do not wish to be bound by these TOU, you may not access or use the Site.

1. Privacy Policy.

At Schoolwires, we are concerned about protecting your privacy while accessing the Site. Please take the opportunity to review our [privacy statement](#).

2. Unsolicited Ideas.

Schoolwires does not accept or consider unsolicited ideas, including ideas for changing the Site or adding new products or services. Please do not submit any unsolicited original ideas, modify the Site or create enhancements to the Site (including, without limitation, by modifying a page layout or creating a new page layout or otherwise changing the use or appearance of any portion of the Site) if you do not want Schoolwires to be able to use those ideas, modifications or enhancements without paying you anything. Schoolwires wants to avoid misunderstandings if its products or services might seem similar to ideas submitted to it or used in connection with the Site. If, despite this request, you still send unsolicited ideas or modify or enhance the Site, then regardless of what your letter or email or anything else says, by doing so you agree that: (a) your ideas, modifications or enhancements will automatically become the property of Schoolwires, without compensation to you, and (b) Schoolwires can use them for any purpose and in any way, even give or sell them to others for any purpose whatsoever.

3. Registration.

You may visit the Site as a guest without registering. Registration, however, will give you access to certain features as well as the ability to personalize certain features.

3.1 Registration.

Where requested, you must provide the Site with accurate, complete and current registration information and must update this information promptly if it changes. If any information you provide is inaccurate, incomplete or not current, Schoolwires or the Organization may suspend or terminate your account and access to the Site.

3.2 Account, Password and Security.

By registering with the Site, you may receive an account ID and a password. You are solely responsible for maintaining the confidentiality of your account(s) and password(s). Furthermore, you are responsible for all activities, charges and liabilities associated with your account(s). You must immediately notify Schoolwires and the Organization of any unauthorized use of your account(s), and you are responsible for any unauthorized charges made on or through your account(s) until Schoolwires and the Organization receive such notification. You may not transfer your account(s) to another person. In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the Site; and (iii) the consequences of any misuse. In the event that you are a minor, Schoolwires and the Organization reserve the right to provide access to your account to your parents, guardian or other authorized adult.

3.3. European Union (EU) Residents.

Upon registration, EU Residents will be indicating explicit consent that the personal information provided may be transferred and stored in countries outside the EU, including the United States. EU Residents failing to provide consent will not be permitted to access the portion of the Site for which registration is required.

4. User Content.

All software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos and other data (collectively, the "Content") that you upload or otherwise make available ("User Content") in the Site is and remains your sole property or the property of your licensors. By uploading or otherwise making available any User Content, you automatically grant and/or warrant that the owner has granted Schoolwires and the Organization, the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display and transmit the User Content on the Site. You also permit any other user of the Site to access, view, store and reproduce the User Content to the same extent permitted herein.



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5. Copyright.

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7. Conduct.

You may only access the Site and use the Site for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules and regulations pertaining to your use of the Site. You agree that you will not: (i) use the Site to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal or international law or regulation, including, but not limited to, export control laws and regulations; (ii) upload, post, email, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane or otherwise objectionable User Content; (iii) upload, post, email or otherwise transmit any User Content that you do not have a right to transmit; (iv) upload, post, email, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (v) alter, damage or delete any Content or other communications that are not your own or to otherwise interfere with the ability of others to access or use the Site; (vi) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship; (vii) upload, post, email or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, “junk mail,” “spam,” “chain letters,” or “pyramid schemes”; (viii) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; (ix) collect or store personal data about other users; (x) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes, any portion of the Site, use of the Site or access to the Site; or (xi) frame or assist third parties in framing any of the Web pages contained in the Site.

8. Disclaimer of Warranty.

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LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SITE'S RECORDS OR PROGRAMS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES SCHOOLWIRES' AND THE ORGANIZATION'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9. Indemnification.

You agree to indemnify and hold Schoolwires and the Organization, and its and their affiliates, officers, agents, partners, successors, assigns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, email or otherwise transmit through the Site, your use of the Site, your connection to the Site or your breach of the TOU.

10. Trademark Notice.

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11. Local Laws; Export Control.

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12. Modifications to the Service.

Schoolwires reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Schoolwires and the Organization will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

13. Termination.

You may discontinue your participation in and access to the Site at any time. The TOU will continue to apply to all past use of the Site by you, even if you are no longer using it. You acknowledge and agree that Schoolwires and the Organization may terminate or block your use of all or part of the Site, without prior notice for any reason, including, without limitation, if Schoolwires or the Organization believes you have engaged in conduct prohibited by these TOU. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Site and may bar your access to the Site and use of the Site.

14. General.

By accessing the Site, you agree to the above stated TOU. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its choice of law rules. Each party to these TOU submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in the Commonwealth of Pennsylvania, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce these TOU, the prevailing party will be entitled to costs and attorney fees. In the event that any provisions of these TOU are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these TOU shall otherwise remain in full force and effect. These TOU and any posted guidelines or rules applicable to certain services within the Site constitute the entire understanding between the parties pertaining to the subject matter hereof, and any prior written or oral agreements between the parties are expressly canceled. These TOU does not supersede any other agreement between Schoolwires and the Organization. In the event of any conflict between these TOU and any other agreement, the other agreement shall be controlling.



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