

# School District of Palm Beach County

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## **PALM BEACH COUNTY SCHOOL DISTRICT WEBSITE(S) TERMS OF USE and DISCLAIMER**

### **1. General**

Thank you for visiting the Palm Beach County School District's website and reviewing our Terms of Use and Disclaimer Agreement. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. By using and accessing this website, you are agreeing to accept the terms and conditions described in this Terms of Use and Disclaimer Agreement and to comply with and be bound by the Agreement. The School District of Palm Beach County ("DISTRICT") web site is offered to you, the user ("USER" or "YOU"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification by YOU.

We reserve the right, at our discretion, to change, modify, add or remove portions of these terms at anytime, without prior notice to YOU. Please check these terms of use for changes prior to each use. Your continued use of the Palm Beach County School District's website following the posting of changes to these terms will mean that YOU accept those changes. If YOU do not agree to these Terms of Use, YOU should not use this site.

The website is a District system (the "SYSTEM"), provided as a public service for the advancement of the educational goals and mission of the District of Palm Beach County Florida. The District reserves the right to offer this website directly to YOU or through its authorized agents and contractors. The general public may use this SYSTEM to review and retrieve publicly available School District information and other private information YOU are authorized to retrieve. USER agrees to use this web site as permitted by applicable local, state, and federal laws. USER agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy the District's, its contractors' or another USER's computer SYSTEM, network, software, program, documentation, or data contained therein; 2) use this service to conduct, or attempt to conduct, any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this website by other USERS will be deemed an unauthorized use.

### **2. Copyright**

The DISTRICT is the owner of the compilation, selection, arrangement and presentation of all materials (including derivative works of information in the public domain) that appear on the DISTRICT'S website and individual school web pages; the overall design of the DISTRICT website, and the computer programs that create the web page displays. The individual materials on the web pages consists of text, images, audio, video, databases, design, codes and software ("Content"). The Content may be owned by the DISTRICT, owned by others (as noted by a copyright notice consisting of the copyright symbol, the year of publication, and the third party owner) and used with their permission (such as user generated content), or used in accordance with applicable law. Some Content is in the public domain and some Content is protected by copyright, trademark or other laws relating to intellectual property or proprietary rights.

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Any visitor to the DISTRICT website is hereby granted a non-exclusive license to access and print the Content that is owned by the DISTRICT from the DISTRICT's website. YOU do not acquire ownership rights to any content, document, or other materials or Content viewed through or copied from this Site.

### 3. Trademarks

Unless otherwise indicated, the DISTRICT logo, individual school names, school shield designs, school mascot designs, and school mottos are trademarks or service marks of the DISTRICT and may not be used or displayed in any manner without the express prior written permission of the Palm Beach County School Board or its designee. All other trademarks or service marks that appear on the DISTRICT website are the property of their respective owners.

### 4. Links to External Sites

Please exercise discretion when browsing the Internet. YOU should be aware that when YOU are on the DISTRICT's website, YOU could be directed to other sites that are beyond the District's control. These other sites ("External Sites") may send their own "cookies" to USERS, collect data, solicit personal information, or contain information that YOU may find inappropriate or offensive.

We make no representations concerning the content of the sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites that are linked to the District's website.

We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the DISTRICT's website. We cannot ensure that YOU will be satisfied with any products or services that YOU purchase from a third party site that links to or from the District's website. We do not endorse any merchandise, nor have we taken any steps to confirm the accuracy, or reliability of, any of the information contained in such third party sites or content. We do not make representations or warranties as to the security of any information (including, without limitation, credits cards, and other personal information) YOU might be requested to give any third party, and YOU hereby irrevocably waive any claim against us with respect to such sites and third party content. We strongly encourage YOU to make whatever investigation YOU feel necessary or appropriate before proceeding with any online or offline transactions with any third parties.

Consequently, as a visitor to the DISTRICT website, YOU agree and acknowledge that DISTRICT:

- a. Has provided these links to External Sites for your convenience only;
- b. Has no control over these External Sites;
- c. Is not responsible for the availability of these External Sites; and
- d. Does not endorse nor is responsible or liable for any content, advertisements, products, or other materials on or made available from these External Sites.

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Further, YOU also acknowledge that the DISTRICT shall not be responsible or liable, either directly or indirectly, for any error, damage, or loss caused by, or in connection with, use of, or reliance on, any content, goods, or services available on or through these External Sites.

Please keep in mind that whenever YOU give out personal information online, for example, via message boards or chat rooms, that information can be collected and used by people YOU do not know. The DISTRICT reserves the right to monitor and track the web sites history of USERS while connected to the publicly accessible sites using the District's network (intranet). Anyone using the SYSTEM expressly consents to administrative monitoring at all times by the District and its authorized agents and contractors. YOU are further advised that SYSTEM administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If YOU do not wish to consent to monitoring, exit this SYSTEM now.

## 5. Indemnification and Limitations of Liability

The USERS of this website agree to indemnify, defend, and hold harmless the members of the Palm Beach County School Board, the DISTRICT, its officers, employees, agents, successors, and assignees (the "Indemnified Parties") from and against any and all liabilities, claims, losses, demands, actions, damages, costs, and expenses (including reasonable attorneys' fees), regardless of outcome, caused by, arising out of, or otherwise sustained as the result of Users' access or use of the DISTRICT's website in violation of this Agreement

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE SCHOOL DISTRICT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE THE DISTRICT'S WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 6. Disclaimer

THE MATERIALS IN THE DISTRICT'S WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS CONTAINED IN THIS WEBSITE IN TERMS OF THEIR ACCURACY, CORRECTNESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE

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COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO YOUR EQUIPMENT FOR ANY DAMAGES WHICH MAY BE CAUSED BY YOUR USE OR ACCESS OF THE DISTRICT'S WEBSITE OR SYSTEM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 7. Copyright Infringement Complaints

The DISTRICT hereby affirms that respect for personal property, whether tangible or intangible, is vital to maintaining a stable learning and work environment. To that end, if YOU believe that your work has been copied in a way that constitutes copyright infringement, please follow the information provided below.

Since the DISTRICT voluntarily observes and complies with the United States' Digital Millennium Copyright Act, if YOU believe that Your work has been copied or used in any way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please provide the Webmaster and/or the Chief Information Officer for the School District of Palm Beach County (address below) the following information:

- a. *An electronic or physical signature of the person authorized to act on behalf of the Copyright owner;*
- b. *A description of the copyrighted work allegedly infringed upon;*
- c. *A description of where the alleged infringing material is located on The DISTRICT website or websites;*
- d. *Your e-mail and postal address, as well as your telephone number;*
- e. *A statement by YOU that YOU have a good-faith belief that the use of the alleged infringing material is unauthorized by the copyright owner, its agent, or the law; and*
- f. *A statement by YOU, made under penalty of perjury, that the above information in your notice is accurate and that YOU are either the copyright owner or authorized to act on the copyright owner's behalf.*
- g. *YOU may send your Notice of Claimed Infringement to the contact listed in 8.0 Contact Information below.*
- h. *When the Designated Agent receives a valid Notice, the publisher will expeditiously remove and/or disable access to the infringing materials and shall notify the affected USER. Then, the affected USER may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the USER has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity.*

## 8. Contact Information

If YOU wish to contact The DISTRICT to request permission to use any copyrighted materials, to report activity that YOU believe constitutes copyright infringement, or for any other purpose relating to the terms and conditions of this Terms of Use and

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Disclaimer Agreement YOU may send e-mail or a letter delivered by first class U.S. Mail, postage prepaid to the following addresses:

Email: [webmaster@palmbeachschools.org](mailto:webmaster@palmbeachschools.org)

U.S. Mail: Web Master for PalmBeachSchools.Org  
In-care-of: Chief Information Officer  
Palm Beach County School District  
Fulton-Holland Educational Services Center  
3300 Forest Hill Boulevard  
West Palm Beach, FL 33406

## **9. Entire Agreement**

This agreement constitutes the entire agreement between the USER and the School District of Palm Beach County with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Web site.

## **10. User of Photos and Images**

Photos and images created with District equipment may be public record.

## **11. Disclaimer of Association With User**

USER acknowledges that no joint venture, partnership, employment, or agency relationship exists between the USER and the School District of Palm Beach County or its authorized agents or contractors as results of this Agreement or use of this Web site. USER agree not to hold him/herself out as a representative agent, or employee of the District and the District and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

## **12. Provision of Service**

YOU the User agree and acknowledge that the School District of Palm Beach County Web site is entitled to modify, improve, or discontinue any of its services at its sole discretion and without notice to YOU even if it may result in YOU being prevented for accessing any information contained in it. Furthermore, YOU agree and acknowledge that the School District of Palm Beach County Web site is entitled to provide services to YOU through subsidiaries and affiliates entities.

## **13. Severability**

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

## **14. Jurisdiction**

YOU expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of Palm Beach County, Florida to resolve any legal matter

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arising from this agreement or related to your use of the School District of Palm Beach County Website.