

TERMS OF USE

www.pmsd.org

This Terms of Use (i.e., Agreement) sets forth the terms and conditions that apply to your use of the web site located at *www.pmsd.org* (also hereafter referred to as “*www.pmsd.org*,” or the “web site”) and the services and materials (the “Services”) offered to you by *www.pmsd.org*. **PLEASE READ THIS AGREEMENT INCLUDING A DISCLAIMER CAREFULLY BEFORE YOU USE ANY SERVICE OF WWW.PMSD.ORG. YOU 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 WEB SITE.**

The Pocono Mountain School District (“School District”) reserves the right to change or modify the terms and conditions of this Agreement that are applicable to this web site. Such changes or modifications shall be effective immediately upon notice posted on this web site. Any use of this web site by you after such notice shall constitute acceptance of the changes or modifications.

Copyright Complaints/Use of Material

All web site 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 tradenames, (collectively referred to as the "Material"), are the property of *www.pmsd.org*, 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. *www.pmsd.org* grants you 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 you maintain all copyright, trademark, service mark, and other notices contained in such Materials and keep in tact all copyright and other proprietary notices. You 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 web site) without the express prior written consent of *www.pmsd.org*. Use of *www.pmsd.org* and/or its licensors' Material is only permitted with their express written permission. You further agree that you will not 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 web site or in a networked computer environment for any purpose is prohibited. You may not copy or adapt the code on any part of the web site, including that which *www.pmsd.org* 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 *www.pmsd.org*'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 you believe your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material placed by any third party on this web site, please call or e-mail us at (570) 839-7121 or wfrable@pmsd.org.

General Prohibited Uses

Users may not use the web site 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 web site 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 web site, 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 web site, overloading, "flooding," "spamming," "mail bombing," "crashing," "hacking" or "cracking" or defacing any portion of www.pmsd.org, (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 discontinuing your access to the web site and services, and/or civil or criminal liability. www.pmsd.org will investigate violations and may involve law enforcement authorities to prosecute those responsible.

Specific Prohibited Uses

The web site 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 web site 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 web site or in any way reproduce or circumvent the navigational structure or presentation of any www.pmsd.org contents other than the search engine and search agents available from www.pmsd.org and other than generally available third-party web browsers (e.g., Firefox, Safari, Microsoft Explorer).

- 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 web site.
- Aggregating, copying, or duplicating in any manner any of the materials or information available from the web site beyond what is authorized, to you under this Agreement.
- Framing or mirroring any part of *www.pmsd.org* without prior written authorization, or linking to any of the materials or information available from the web site, without our permission.
- Harvesting or collecting information about visitors to or members of *www.pmsd.org* without their express consent.
- Permitting anyone whose service was terminated to use any *www.pmsd.org* service through your service.

Violations of system or network security may result in discontinuing your access to the web site and services, and/or civil or criminal liability. *www.pmsd.org* will investigate violations and may involve law enforcement authorities to prosecute those responsible.

Disclaimer

WWW.PMSD.ORG WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE INFORMATION YOU PROVIDE OR USE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND WILL AT ALL TIMES COMPLY WITH THIS TERMS OF USE AND ALL LOCAL, STATE AND FEDERAL LAWS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. *WWW.PMSD.ORG*, 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.

WWW.PMSD.ORG MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR 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 BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND/OR (5) ANY ERRORS IN THE WEB SITE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM *WWW.PMSD.ORG* 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 YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR 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 WEB SITE 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.

WWW.PMSD.ORG 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 YOUR TRANSMISSIONS OR DATA, THE CONTENT OR ANY ERRORS OR OMISSIONS IN THE CONTENT, AND/OR ATTORNEYS' FEES. YOU AGREE NOT TO INFLICT ANY INJURY OR DAMAGE ON ***WWW.PMSD.ORG*** BY ANY MEANS, AND THAT, IF YOU DO INFLICT SUCH INJURY OR DAMAGE, YOU 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.

Use of Links

The *www.pmsd.org* web site may contain links (hyperlinks) to Internet sites that are not maintained by or under the control of *www.pmsd.org*. *www.pmsd.org* provides these links only as a convenience and are 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 *www.pmsd.org*'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 web site, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

Indemnification

You agree to indemnify, defend, and hold harmless, *www.pmsd.org*, 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) your use of *www.pmsd.org*'s web site, or any services related to our web site; and (b) any violation of this Agreement by you.

Applicable Laws

This site is controlled and operated by the School District in Monroe 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. 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 Monroe County or the United States District Court for the Eastern District of Pennsylvania. User waives any objections to the forum of Pennsylvania for lack of venue, *forum non conveniens*, or any other jurisdictional ground.

www.pmsd.org 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 you choose to access this site from other locations, you do so at your own risk and are 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.pmsd.org concerning your use of the web site.

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

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