

# The Sts. Joseph & John School

## Website Terms of Use

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The SJJ School has created this web site to provide parents, families and the public in general with information about our preschool and elementary to eighth grade programs.

To assist you in using our [www.sjjschool.org](http://www.sjjschool.org) web site (the “Web Site” or the “Site”), and to ensure a clear understanding of the relationship arising from your use of our Site, we have created a Privacy Policy and a set of Terms and Conditions of Use. Our Privacy Policy explains how we protect and treat contact and other information you provide to us through the Site, and our Terms and Conditions of Use govern your use of our Site generally. Please read our Privacy Policy and our Terms and Conditions of Use carefully – they impose legal obligations on you. By using or accessing our Site, you are acknowledging that you have read and understood these terms and agree to be legally bound by them.

### Terms and Conditions of Use

*PLEASE REVIEW THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.*

These Terms and Conditions of Use (“Terms and Conditions”) constitute the contractual agreement between you and the SJJ School regarding your use of our Site and any activities or transactions you may conduct through the Site. In these Terms and Conditions, the words “you” and “your” refer to any person accessing the Site, and the words “we,” “us,” and “our” refer to the SJJ School.

By using our Site, you agree to these Terms and Conditions.

#### 1. Overview

We have organized the elements of our Terms and Conditions in sections. To access a particular topic, please click on the link below.

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We have also included a variety of links in the body of our Terms and Conditions to connect related provisions and further assist you in navigating and understanding the Terms and Conditions. If after reading through these Terms and Conditions you still have questions, please feel free to contact us by clicking on the following link: [contact us](#).

## **2. Ownership of Site Contents**

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, sound clips, and other materials that are part of this Site (collectively, the “Contents”), are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by the SJJ School (or used in accordance with “fair use” principles). The Site as a whole is protected by copyright and trade dress, all worldwide right, title and interest in and to which is owned by the SJJ School.

The term “SJJ” is a trademark owned by the SJJ School. Other trade names and trademarks present on the Site either are owned by the SJJ School, appear with the permission of their respective owners, or appear under principles of “fair use.” Unless otherwise noted, by using a third party’s trademark or trade name on this Site, the SJJ School does not intend to suggest any affiliation with

or endorsement of such third party or its products or services, and the SJJ School hereby expressly disclaims any such affiliation or endorsement.

### **3. Downloading and Use of Site Contents**

The Contents of our Site, and the Site as a whole, are intended strictly for educational, non-commercial use (collectively, “Permitted Uses”). You may download and copy the Contents displayed on the Site solely for such Permitted Uses, and provided that you do not remove any copyright or other proprietary notices contained on the materials. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as provided above), modify, publish, distribute, sell, or exploit in any way, in whole or in part, any of the Contents, the Site, or any related software. Use of the Content or any related software which is not expressly permitted by these Terms and Conditions constitutes a breach of these Terms and Conditions, and may also constitute a violation of copyright, trademark, and other law.

### **4. User Comments and Submissions**

All comments, feedback, postcards, suggestions, ideas, information, photographs and other submissions disclosed, submitted or offered to us in connection with your use of this Site (collectively, “Comments”) shall be the property of the SJJ School. You agree that, as long as we comply with our Privacy Policy, we may use or disclose Comments in any manner and we shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in any Comments you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services using such information.

The SJJ School does not endorse, sanction or verify, and specifically disclaims responsibility or liability for, any user Comments. The SJJ School has no obligation to respond to any Comments, and we reserve the right, but undertake no duty, to review, edit, move, or delete, in our sole discretion and without notice, any material posted by users that we may include on the Site. You represent, warrant and agree (i) that you are authorized to submit the Comments you provide to us; and (ii) that all Comments submitted by you to the Site do not and will not violate any rights of any third party, including, without limitation, copyright, trademark, privacy or other personal or proprietary right(s).

### **5. Prohibited Uses**

In addition to other prohibited uses specified in these Terms and Conditions, you are expressly prohibited from using our Site to post or transmit any advertising, “spam,” threatening, defamatory, obscene, scandalous, or inflammatory material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. The SJJ School disclaims all responsibility or liability arising from the content of any such postings, and assumes no responsibility for any error, omission, defamation, falsehood, obscenity, or threat contained in any information posted on the Site or transmitted through the Site. As provided in our Privacy Policy, the SJJ School will comply with court orders directing the SJJ School to

disclose the identity of users posting such information or materials, or otherwise directing compliance by the SJJ School.

You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate load on the Site. In addition, you may not use any hardware, software, or routines, including but not limited to any viruses, “bots,” or other devices intended to interrupt or harm the workings of the Site, and agree to refrain from any attempt to intercept, access or monitor any system, data, or information on or in transit to or from the Site.

## **6. Complaints over Perceived Infringement**

The SJJ School respects intellectual property rights, and will deny access to users who, in our discretion, infringe the intellectual property rights of others. In addition, the SJJ School will use commercially reasonable efforts to accommodate generally accepted technical measures used by copyright owners to identify and protect their copyrighted works, as long as these technical measures do not impose substantial costs on us, or impose a substantial burden on our hardware, software, or administrative systems.

If you believe that materials posted on our Site infringe rights you enjoy under copyright law in specific materials (collectively, a “Work”), we request that you follow the procedure described below to notify us of your concerns or objections. In turn, we agree to respond to your notice, as outlined below, and remove, or disable access to material that you believe infringes your Work.

### **6.1. The SJJ School's Designated Agent**

If you believe materials posted on our Site infringe the copyright in your Work, you must direct your concerns to our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) to respond to such concerns (our “Designated Agent”):

School Zones

+1.440.299.8008

[info@school-zones.com](mailto:info@school-zones.com)

### **6.2. Content of Notice**

You should notify our Designated Agent of your concerns as follows:

- (i) Place your concerns in writing, and sign the document;
- (ii) Identify the Work, which you believe is being infringed;
- (iii) Identify the material on our site which you believe infringes your Work, and identify this material in a sufficient manner to permit us to locate the material without undue searching; and
- (iv) Provide in your notice sufficient information for us to contact you, including an address, telephone number, and, if available, an e-mail address.

To qualify for protection under this Section, you must in good faith believe the challenged use is unauthorized, and all statements in your notice must be accurate, and signed under penalty of perjury.

### **6.3. Our Response; Counter-Notifications**

Upon receipt of a proper notice in the form specified above (a “Notice”), we will remove or disable access to the materials on our site which you assert infringe your Work. We will also take steps to promptly notify the person or persons responsible for the allegedly infringing materials (the “Respondent”) that we have removed or disabled access to the materials. Under the Digital Millennium Copyright Act, the Respondent is provided an opportunity to dispute your claim that his or her materials infringe your Work. By law, the Respondent may provide us with a “counter-notification.” Upon receipt of a proper counter-notification, we will act as provided in the Digital Millennium Copyright Act.

## **7. Links to Other Web Sites and Services**

The SJJ School does not control the availability or content of any outside web sites, services, or resources to which this Site may link. Concerns regarding any such service, resource, or link should be directed to the particular outside service or resource. The SJJ School does not necessarily endorse, sanction, or verify sites to which our Site links, and we provide these links merely for our users’ convenience. Access to other sites linked to this Web Site is at your own risk, and we disclaim all liability with regard to your access to such linked web sites.

In addition, we do not necessarily endorse, sanction, or verify sites that link to this Site, even if any logo or mark of the SJJ School’s is used as part of the link to this Site.

## **8. Disclaimer of Warranties**

While we use reasonable efforts to include and to pass on to others associated with this Site accurate and up-to-date information, we make no warranties or representations as to such information. THE SJJ SCHOOL SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE CONTENT ON THE SITE OR INFORMATION FLOWING THROUGH THE SITE.

You acknowledge that documents posted to and Content available at the Site may contain computer viruses. Should you download any such materials from the Site, IT IS YOUR RESPONSIBILITY TO PERFORM ANY SCANNING OR OTHER ANTI-VIRUS PRECAUTIONS AS YOU DEEM NECESSARY. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY MATERIALS DOWNLOADED FROM THE SITE.

THIS SITE AND ALL CONTENTS OF THE SITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, ACCURACY, COMPLETENESS, CURRENCY, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND AGREE TO VERIFY ANY INFORMATION

BEFORE RELYING UPON IT. YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusion may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## **9. Limitation of Liability**

NEITHER THE SJJ SCHOOL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR, OR ANY OTHER PARTY'S, ACCESS TO, OR USE OF, THE SITE. IN ADDITION, WE SHALL HAVE NO LIABILITY FOR:

- ANY LOSS OR FAILURE TO PERFORM OUR OBLIGATIONS DUE TO ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL;
- ANY ERRORS, OMISSIONS, INACCURACIES, DELAYS OR INTERRUPTIONS IN RESPECT OF THE CONTENT OR OUR SERVICES; OR
- ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE SITE CONTENT OR OUR SERVICES.

## **10. Choice of Law and Jurisdiction**

This Site is controlled and operated by the SJJ School from its location in Ohio. These Terms of Use, and our Privacy Policy, shall be construed in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state or federal courts sitting in Cuyahoga County, Ohio.

The SJJ School makes no representation that the information in the Site is appropriate or available for use in locations outside the United States, and access to this Web Site from locations where the provision of such information may be illegal is prohibited. Users who determine to access this Web Site from such locations do so on their own initiative and are responsible for compliance with all applicable local laws.

## **11. Modifications**

We may make improvements or other changes to the Site, or to the information and services offered at the Site, without notice to you. We may add, delete, move, or modify some or all of the Site at any time. We may make such changes for any reason, including, without limitation, changes to due to the circumstance (a) that an agreement with a third party cannot be maintained on terms reasonably acceptable to us; or (b) that the Site or its components become illegal or contrary to law or relevant regulation.

In addition, we may from time to time change these Terms and Conditions governing your use of our Site. We will post these changes here, in our Terms and Conditions. Your use of our Site following any such change constitutes your agreement to follow and be bound by the Terms and Conditions, as changed.

## **12. Assignment**

The SJJ School may wish at some point to assign or transfer its rights in this Web Site to a third party. You agree that the SJJ School may transfer or assign to a third party all of its rights and obligations with respect to you, including any rights and obligations with respect to your Personally Identifiable Information, on the condition that such third party agree to abide by the SJJ School's then-applicable Privacy Policy.

## **13. Indemnities**

You agree to indemnify the SJJ School, and its stockholders, officers, employees, agents, licensors, and suppliers against any loss, damage, costs or expenses arising out of or in connection with your use of the Site or any claim by a third party against us as a result of any breach by you of these Terms and Conditions, including any misuse of the Content.

## **14. Access Privileges**

The SJJ School may discontinue, change, or restrict your use of this Web Site for any reason without notice. Moreover, we reserve the sole and absolute discretion and right to deny, revoke, or otherwise restrict the access privileges of any user that at any time fails to comply with these Terms and Conditions, including the right to block access from a particular Internet address to the Web Site.

## **15. Severability**

If any provision of these Terms and Conditions or our Privacy Policy is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions or the Privacy Policy, which shall remain in full force and effect. No waiver of any provision of these Terms and Conditions or the Privacy Policy shall be deemed a further or continuing waiver of such provision.

## **16. Survival**

Without limiting any other provisions of these Terms and Conditions or the Privacy Policy, (a) your indemnification obligations under Section 2 (Ownership of Site Contents), Section 4 (User Comments and Submissions), Section 8 (Disclaimer of Warranties), Section 9 (Limitation of Liability), Section 10 (Choice of Law and Jurisdiction), Section 12 (Assignment), Section 13 (Indemnities), Section 15 (Severability) and Section 17 (Complete Agreement) of these Terms of Use; and (b) Section 6.6 (Relationship to Terms of Use) of the Privacy Policy, shall survive any termination of these Terms of Use and/or the Privacy Policy.

## **17. Photography and Video Release**

Consent, Waiver, and Release Regarding Video, Photography and Name

I the undersigned to this website, hereby grant the unqualified right and hereby authorize SJJ School - Church - Bingo - Sports Boosters., its owners, officers, employees, successors, assignors and anyone acting under the authority or permission of SJJ School - Church - Bingo - Sports Boosters., to make and photographs and video of the described herein, and to publish, use, and distribute such photographs or any reproductions thereof, or my name, together or separately, anywhere, at any time and as often as desired, for any commercial, public or private purposes (including but not limited to advertising and promotion), and in any manner and by any means (whether now known or unknown or hereafter invented or developed). Photographs and “video” as used herein include any reproductions of my likeness or school events made by any process, in black and white, or color, or any combinations thereof, alone or in conjunction with other persons and/or vehicle(s), in any combinations thereof, in any characterizations or settings, under any historical, fictitious or other names, or based on or involving any sports, clubs, after-school activities, stunts, poses, distortions, classroom, optical illusions, additions, modifications and with other reproductions of any kind or any feature.

I further waive all right of inspection or approval and irrevocably release SJJ School - Church - Bingo - Sports Boosters. and each person herein named of and from any and all liability, claims, and/or demands, for known or unknown injuries or damages, including but not limited to all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, controversies, judgments, and executions, which we or our heirs, executors, administrators, successors, or assigns can, shall or may have, for upon or by reason of publication, use or distribution of such photographs and video or my name ads herein authorized.

I warrant that I am eighteen years of age or older and have the right and am free to give this consent, waiver and release, which I have read and understood.

## **18. Complete Agreement**

In addition to these Terms and Conditions (and Subscription Agreement, if any), your use of our Site is also subject to our Privacy Policy. Together with our Privacy Policy, these Terms and Conditions constitute the entire agreement between you and the SJJ School with respect to use of the Site and supersede any and all prior representations and agreements, oral or written, relating to the subject matter hereof.

## **19. Your Consent**

By using our Web Site, you agree to comply with, and be bound by these Terms and Conditions. If you do not agree with some, or all of these Terms and Conditions, please refrain from visiting our Site.

## **20. Contact Us**

You may contact us, for any reason, by e-mail as follows:

[info@sjschool.org](mailto:info@sjschool.org)

You may contact us by mail as follows:

Sts. Joseph & John School  
12580 Pearl Road  
Strongsville, Ohio 44136