

TERMS OF USE AND LEGAL RESTRICTIONS REGARDING PUBLIC USE OF THE CANON-MCMILLAN SCHOOL DISTRICT WEB SITE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEB SITE. USING THIS WEB SITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS"), DO NOT USE THIS WEB SITE.

Use of Site.

THE BOARD OF DIRECTORS OF THE CANON-MCMILLAN SCHOOL DISTRICT ("CMSD") authorizes members of the public to view and download the materials at this Web site ("Site") solely for their personal, non-commercial use, provided that all copyright and other proprietary notices contained in the original materials be retained on any and all copies of the materials. You may not modify, reproduce, publicly display, perform, distribute, or otherwise use the materials at this Site for any public or commercial purpose. Any use of these materials on any other Web site or in any networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted, and any unauthorized use of the materials at this Site without the prior permission of CMSD is a violation of copyright, trademark, and other applicable laws. Breach any of these Terms results in immediate revocation of your authorization to use this Site and all Site materials downloaded, printed, or otherwise reproduced, digitally or otherwise, must be immediately destroyed.

Use of Software.

If you download software from this Site ("Software"), use of the Software is subject to the license terms in the Software License Agreement that accompanies or is provided with the Software. You may not download or install the Software until you have read and accepted the terms of the Software License Agreement.

User Submissions.

Any material, information, or other communication you transmit or post to this Site will be considered non-confidential and non-proprietary ("Communications"). CMSD will have no obligations with respect to the Communications. CMSD and its designees will be free to copy, disclose, distribute, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

User Chat Rooms.

CMSD may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. CMSD, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

Links To Other Web Sites.

Links to third party Web sites on this Site are provided solely as a convenience to you. If you use these links, you will leave this Site. CMSD has not reviewed all of these third party sites and does not control and is not responsible for any of these sites, nor their content. Thus, CMSD does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

Disclaimer.

THE MATERIALS PROVIDED AT THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULL EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS. CMSD FURTHER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS, MATERIALS AND OTHER ITEMS CONTAINED AT THIS SITE. CMSD MAY MAKE CHANGES TO THE MATERIALS AT THIS SITE AT ANY TIME WITHOUT NOTICE.

Limitation of Liability.

IN NO EVENT WILL CMSD OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS OR INFORMATION FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Laws.

This Site is administered by CMSD from its offices in Canonsburg, Pennsylvania. CMSD makes no representation that materials at this Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You may not use or export or re-export the materials at this Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. These Terms will be governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any principles of conflicts of laws.

General.

CMSD may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

Adopted: 6/18/01