

## TERMS OF USE

*<http://www.haverfordadultschool.org/>*

Effective: 4/1/15

These Terms of Use (“**Agreement**”) set forth the terms and conditions that apply to your (interchangeably referred to as “**Your**”, “**You**” or “**User**”) use of the Haverford Township Adult School (“**HTAS**”) Website located at *<http://www.haverfordadultschool.org/>* (also hereafter referred to as “*[www.haverfordadultschool.org](http://www.haverfordadultschool.org/)*” or the “**Website**”) and the services and materials (the “**Service(s)**”) provided or offered to you by *[www.haverfordadultschool.org](http://www.haverfordadultschool.org/)*.

**PLEASE READ THIS AGREEMENT CAREFULLY, INCLUDING THE PRIVACY POLICY AND DISCLAIMER, ALL OF WHICH ARE LOCATED AT *<http://www.haverfordadultschool.org/>* BEFORE YOU USE ANY SERVICE OFFERED BY HTAS. YOU AGREE TO BE BOUND BY THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE WEBSITE.**

**HTAS RESERVES THE RIGHT TO CHANGE OR MODIFY THIS AGREEMENT AT ANY TIME FOR ANY REASON. SUCH CHANGES OR MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THIS WEBSITE. ANY USE OF THIS WEBSITE BY YOU AFTER THIS AGREEMENT WITH SUCH CHANGES OR MODIFICATIONS IS POSTED SHALL CONSTITUTE ACCEPTANCE OF THE CHANGES OR MODIFICATIONS.**

### **Use of Material/Intellectual Property Rights**

All 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**”) displayed on *[www.haverfordadultschool.org](http://www.haverfordadultschool.org/)*, are the property of HTAS, its Board of Directors, 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. HTAS grants you a personal, non-exclusive, non-assignable, non-sublicenseable and non-transferable limited license to view and, if applicable, 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 intact 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 Website) without the express prior written consent of HTAS and/or its licensors. 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 Website or in a networked

computer environment for any purpose is prohibited. You may not copy or adapt the code on any generated in portions of the site licensed from or by a third party. This code is also protected by HTAS's copyright and/or other licensors' intellectual property rights.

### **General Prohibited Uses**

Users of this Website may not 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) in a manner that is defamatory, obscene, harassing, threatening, abusive, hateful, terroristic, or otherwise objectionable. Users may not use the Website in order to transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by HTAS).

Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for such User to access, view and/or use (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 Website, overloading, "flooding," "spamming," "mail bombing," "crashing," "hacking" or "cracking" or defacing any portion of [www.ssreg.com/haverford/](http://www.ssreg.com/haverford/), (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 will result in discontinuing your access to the Website and services and/or civil or criminal liability. HTAS will investigate any suspected violations and may involve law enforcement authorities to prosecute those responsible or believed to be responsible.

### **Specific Prohibited Uses**

The Website may be used only for lawful purposes and only in accordance with the instructions posted on the Website. Users agree not to engage in the following prohibited activities:

- Deleting or revising any material posted by the HTAS, or any other authorized third party.
- Using any device, software or routine to interfere, or attempt to interfere, with the proper working of this Website or any activity conducted on this Website.
- 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 Website or in any way reproduce or circumvent the navigational structure or presentation of any Website contents other than the search engine and search agents

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

Violations of system or network security will result in discontinuing your access to the Website and services and/or civil or criminal liability. HTAS will investigate violations and may involve law enforcement authorities to prosecute those responsible or believed to be responsible.

#### **DISCLAIMER / LIMITATION OF LIABILITY**

**HTAS 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 AGREEMENT, THE PRIVACY POLICY, THE DISCLAIMER 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. HTAS, ITS BOARD OF DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND OFFICERS, TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE, AND LOCAL LAW, EXPRESSLY DISCLAIM 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.**

**HTAS 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 WEBSITE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR**

**WRITTEN, OBTAINED BY YOU FROM HTAS AND/OR THE WEBSITE 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 AND/OR USE OF ANY SUCH MATERIAL. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, TROJAN HORSES, SPYWARE AND 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 WEBSITE 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.**

**HTAS, ITS BOARD OF DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND OFFICERS, WILL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OR INABILITY TO USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO: (I) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (II) DAMAGES RESULTING FROM LOST DATA, ASSETS OR BUSINESS INTERRUPTION; (III) DAMAGES RESULTING FROM LOST PROFITS OR REVENUE; (IV) DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR PERSONAL OR BUSINESS DATA; (V) DAMAGES RESULTING FROM THE MATERIAL AND CONTENT OR ANY ERRORS OR OMISSIONS IN THE MATERIAL AND CONTENT; AND/OR (VI) ATTORNEYS' FEES, EXPENSES OR COSTS. YOU AGREE NOT TO INFLICT ANY INJURY OR DAMAGE ON THE WEBSITE BY ANY MEANS, AND THAT, IF YOU DO INFLICT SUCH INJURY OR DAMAGE, YOU WILL BE SUBJECT TO PUNISHMENT UNDER APPLICABLE LAW. THIS LIMITATION ON LIABILITY APPLIES WHETHER BASED ON TORT, CONTRACT, WARRANTY OR AN OTHER LEGAL THEORY AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR HTAS HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**

### **Use of Links**

The HTAS Website may contain links (hyperlinks) to Internet sites that are not maintained by or under the control of HTAS. HTAS provides these links only as a convenience and is not responsible for the content of those sites. It is recommended that you read the policies governing the access and/or use of such websites, including but not limited to the terms and conditions of use and privacy policy(ies). Access such sites at your own risk. In addition, the appearance of a link does not imply HTAS's endorsement of the site. You acknowledge and agree that HTAS shall not be held responsible for the legality, accuracy, or appropriateness of any content,

advertising, products, services, or information located on third party websites or on or accessible through the Website, 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, HTAS, ITS BOARD OF DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND OFFICERS, CONTENT PROVIDERS AND LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT), AND DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER COURT COSTS), OR OTHER CLAIMS THAT ARISE DIRECTLY OR INDIRECTLY OUT OF, IN CONNECTION WITH OR FROM: (A) YOUR USE OF THE WEBSITE, OR ANY MATERIALS LOCATED ON OR SERVICES RELATED TO THE WEBSITE; AND (B) ANY VIOLATION OF THIS AGREEMENT BY YOU.**

### **Applicable Laws/Miscellaneous**

This site is controlled and operated by HTAS in Delaware County, Pennsylvania. As such, this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of laws principles. User hereby submits, through use of the Website, 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 Website, more particularly, the Court of Common Pleas of Delaware 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.

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 HTAS concerning your use of the Website. Users agree not to resell or assign their rights or obligations under the Agreement, and to not make any unauthorized commercial use of the Website. No waiver of any term of the Agreement will be deemed a further, continuing waiver of that term or any other term of the Agreement. Any rights and remedies afforded in this Agreement are in addition to, and not in lieu of, the rights and remedies available to a party at law or in equity. Except as may be expressly provided herein, nothing in this Agreement shall be enforceable by any party other than the parties hereto, and no third party beneficiary rights are conferred on any third party. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of said covenants or provisions set forth therein. PURSUANT TO ANY AND ALL APPLICABLE STATUTES, REGULATIONS, RULES, ORDINANCES OR OTHER LAWS INCLUDING, WITHOUT LIMITATION, THE UNITED STATES ELECTRONIC SIGNATURES IN

GLOBAL AND NATIONAL COMMERCE ACT, P.L. 106-229 (THE "E-SIGN ACT") AND/OR OTHER SIMILAR STATUTES, PURCHASER HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SOFTWARE OR SERVICES OFFERED BY HTAS.

Contact information: Please e-mail us at [info@haverfordadultschool.org](mailto:info@haverfordadultschool.org) or call (610) 446-8022.