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Stbernadetteschool.com and education.columbuscatholic.org

TERMS AND CONDITIONS OF USE AGREEMENT

Introduction:

Governing Terms:

Education.columbuscatholic.org and stbernadetteschool.com including the features and services available from this website (collectively the “Site”) is an interactive online service operated by the Diocese of Columbus (the “Diocese). This Terms and Conditions of Use Agreement (the “Agreement”) and the ColumbusCatholic.org/stbernadetteschool.com [Privacy Policy](#), set forth the terms and conditions that apply to your use of the Site. This Agreement governs our relationship with you. It is a binding contract. By using the Site, you agree to comply with all of the terms and conditions hereof. You also agree to comply with all applicable local, state, federal, and international laws, rules and regulations (the “Law”). If you do not agree to these terms and conditions of use, do not access or use the Site.

Changes to Terms and Conditions of Use:

The Diocese may modify this Agreement, in whole or in part, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Site after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

Accessing the Site and Account Security:

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing you account from a public or shared computer so that others are not able to view or record you password or other personal information.

You have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provisions of these Terms of Use.

Community Guidelines and User Content

Interactive Areas:

The Site may, though not at this time, contain sections, discussion forums, bulletin boards, or other interactive features (“Interactive Areas”) in which you may have the ability to post or upload comments or user-generated content such as photos, messages, or other items (collectively “User Content”). **Use of Interactive Areas is at your own risk.** You are solely responsible for your use of any Interactive Areas.

All User Content must comply with the Community Guidelines set out in these terms of Use.

This Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By submitting User Content in an Interactive Area, you represent that you are 13 years of age or older. Children under the age of 13 years are prohibited from using this Site. If you are under the age of 18 (but over the age of 13) and submit User Content, you represent that you either are an emancipated minor or have obtained the legal consent of your parent or legal guardian to enter into and fulfill the obligations of this Agreement.

Use of Social Networking Services:

The Site may provide opportunities to use social utilities or social networking services (e.g. Facebook.com, etc.) to share and post content from the Site. By registering and using a social utility or social networking service to interact on the Site, you agree to the terms and policies of that social utility or service (the “Social Service Terms and Policies”). The Diocese (and/or St. Bernadette School) reserves the right to terminate you access to and use of the Site if you fail to comply with the Social Service Terms and Policies. The Diocese (and/or St. Bernadette School) is in no way liable for any violation you commit of the Social Service Terms and Policies.

Community Guidelines:

If you submit any User Content or participate in an Interactive Area, you agree to abide by the following rules of conduct:

- All posts and content should be marked with Christian charity and respect. They should be on topic and presume the good will of other posters;
- You agree not to upload, post or otherwise transmit any User Content that publicly endorses or speaks in opposition to a specific candidate, political party or political action committee as well as divisive speech, and personal attacks of public figures;
- You agree not to violate or infringe the rights of the Diocese or others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- You agree not to upload, post or otherwise transmit any User Content that is unlawful, discriminatory, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts;
- You agree not to use the Site for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- You agree not to upload, post or otherwise transmit any User Content that victimizes, harasses, degrades, intimidates, discriminates against, or retaliates against an individual or group of individuals on the basis of religion, sex, race, national origin, age, physical or mental disability, sexual orientation or other characteristics protected by applicable state or federal law;
- You agree not to impersonate any person, business or entity, including the Diocese and our employees and agents;
- You agree not to interfere with any other user’s right to privacy, including by harvesting or collecting personally-identifiable information about the Site or posting private information about a third party;
- You agree not to upload, post or otherwise transmit any User Content that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;

- You agree not to upload, post or otherwise transmit any User Content that encourages conduct that would constitute a criminal offense, or that give rise to civil liability;
- You agree not to upload, post or otherwise transmit any User Content that interferes with the use of Site by others.

Any conduct that is in the Diocese's (and/or St. Bernadette School's) discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. The Diocese reserves the right in its sole discretion to remove or edit User Content by you and prohibit you from accessing the Site for any reason.

The Diocese's is not responsible for User Content submitted to the Site or posted in comments sections, chat rooms, on bulletin boards or on other Interactive Areas by users of the Site. You take full responsibility and liability for engaging in any of the above conduct.

Monitoring:

The Diocese shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with this Agreement and any operating rules established by the Diocese and to satisfy any Law or government request. Although the Diocese has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, the Diocese (and/or St. Bernadette School) reserves the right, and has absolute discretion, to screen, edit and refuse to post or remove without notice any User Content posted or uploaded to the Site at any time for any reason.

The Diocese shall have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. **YOU WAIVE AND HOLD HARMLESS THE DIOCESE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIBATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

License to User Content:

By submitting User Content to the Site, you automatically grant the Diocese the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, produce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content, in whole or in part, worldwide in any form, media or technology for the full term of any copyright that may exist in such User Content. You warrant that such User Content is accurate and not misleading, and that use and posting or other transmission of such User Content does not violate this Agreement or the Law and will not violate any rights of or cause injury to any person or entity. You further grand the Diocese the

right to pursue at law any person or entity that violates your or the Site's rights in the User Content by a breach of this agreement.

Moral Rights:

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that:

1. You do not require that any personally identifying information be used in connection with the User Content, or any derivative works of, or upgrades or updates, thereto;
2. You have no objection to the publication, use, modification, deletion and exploitation of the User Content by the Diocese or its licensees, successors and assigns;
3. You waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and
4. You release the Diocese, and its licensees, successors and assigns, from any claims that you could otherwise assert against the Diocese by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

Non-confidentiality of User Content:

User Content submitted by you will be considered non-confidential and the Diocese is under no obligation to treat such User Content as proprietary information except pursuant to the Columbus.org, or education.columbuscatholic.org [Privacy Policy](#).

Without limiting the foregoing, the Diocese reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. The Diocese shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

Copyright and Trademark Ownership:

All content the diocese posts to the Site, including names, images, logos and pictures and identifying us, site design, text, graphics, interfaces, and the selection and arrangements thereof, is the property of the Diocese or is used by the Diocese with permission and is protected by intellectual property rights. You may not modify, publish, participate in the transfer, sale, create derivative works, or in any way exploit, any of the content, in whole or in part. You may download copyrighted material for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the Diocese and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. The Diocese, its subsidiaries and affiliates, own all rights to their logos and trademarks used in connection with the Site. All other

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Communications with Third Parties through the Site:

Your dealings or communications through the Site with any third party are solely between you and that third party. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. The Diocese is not responsible for the content, actions, or policies of third party sites. Information you provide on such sites, including personal information and transactional information, is subject to the terms of services of those sites. Complaints, concerns or questions relating to materials provided by third parties should be directed to the third party.

Third Party Content:

The Diocese is a distributor of content supplied by third parties and users. The Diocese is not responsible for the opinions, advice, statements, services, offers or other information or content expressed or made available by third parties. Neither the Diocese nor any third party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Under no circumstances will the Diocese be liable for any loss or damage caused by your use or reliance on information obtained through the Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site.

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Disclaimer of Warranty; Limitation on Liability:

- A. WE ARE NOT LIABLE FOR ANY DAMAGES YOU SUFFER FROM USE OF THE SITE.
- B. THE SITE MATERIALS ARE PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COLUMBUSCATHOLIC.ORG AND EDUCATION.COLUMBUSCATHOLIC.ORG, ITS LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEED, AFFILIATES, AGENTS, OWNERS, MEMBERS, AND CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT AWARRANT

THAT THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEVECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

- C. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- D. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OF OR THE ENTIRE EXCLUSION MAY NOT APPLY TO YOU.
- E. IN NO EVENT WILL WE, OR LICENSORS, AND THEIR RESPECTIVE SHAREHOLDERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM USE OF THE SITE, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEY'S FEES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM LOSS OF USE, DATA, PROFITS, OR USER CONDUCT WHETHER IN AN ACTION BASED UPON CONTRACT, NEGLIGENCE, TORTIOUS ACTION OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE, EXISTING AS OF THE DATE OF THIS AGREEMENT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THESE SITES,
- F. IN NO EVENT WILL OUR LIABILITY OR THE LIABILITY OF OUR LICENSORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS AND CONTRACTORS IN CONNECTION WITH YOUR USE OF THIS SITE, UNDER ANY THEORY OR RECOVERY, EXCEED \$100.00.
- G. THE DIOCESE DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE TO THE DIOCESE'S DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DONOT AGREE, YOU SHOULD NOT ACCESS OR USE THE SITE.

Indemnification:

You agree to defend, indemnify and hold harmless the Diocese, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees arising out of the use of the Site by you.

Termination:

The Diocese may terminate or suspend this agreement at any time without notice to you. Without limiting the foregoing, the Diocese shall have the right ot immediately block your access to the

Site in the event of any conduct by you which the Diocese, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. The separate provisions of this Agreement shall survive termination of this Agreement.

[Privacy Policy:](#)

Columbuscatholic.org [Privacy Policy](#) explains the practices that apply to your personal information. The [Privacy Policy](#) is fully incorporated herein by reference.

[Choice of Law and Venue:](#)

This Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of law rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. You agree to be bound and subject to the exclusive jurisdiction of the local, state or federal courts located in Columbus, Ohio

[Limitation on Time to File Claims:](#)

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

[Geographic Restrictions:](#)

The owner of the Site is based in the state of Ohio in the United States. We provide this Site for the use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

[Waiver and Severability:](#)

No waiver of by the Diocese of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Diocese to assert a right or provision under these Terms of Use shall constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

[Entire Agreement:](#)

These Terms and Conditions of Use and any operating rules of Columbuscatholic.org and education.columbuscatholic.org established by the Diocese constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral

agreements between the parties with respect to such subject matter. The section headings used herein are for convenience only and shall not be give any legal import.

Copyright and Copyright Agent:

The Diocese respects the rights of all copyright holders and in this regard, the Diocese has adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Diocese's, Copyright Agent the following information required by Online Copyright Infringement Liability Limitation Act of the digital Millennium Copyright Act, 17 U.S. C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the Law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Director of Diocesan and Catholic School Technology
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Columbus, OH 43215

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