

## **Terms of Service for <http://www.gccshool.org>**

### **Introduction**

Welcome to <http://www.gccshool.org> This website is owned and operated by Genesee Community Charter School. These Terms of Service (collectively as “Terms”) apply to the website <http://www.gccshool.org> and its associated subpages, (collectively as the “Site”), which are owned and operated Genesee Community Charter School. (hereinafter “GCCS”, “we”, “our” , or “us”). By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to be bound by the following Terms. These Terms govern your use of the Site; by accessing and using the Site, you agree to be bound by these Terms and our Privacy Policy (please refer to the Privacy Policy section below for more information).

This agreement is effective April 11, 2019.

We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

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By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as “Resources”), you agree to use these Resources only for the purposes intended as permitted by (a) these Terms, and (b) applicable laws, regulations and generally accepted online practices or guidelines. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE SITE.

### **Wherein, you understand that:**

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.
- d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
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- ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- iii. Contains any type of unauthorized or unsolicited advertising;
- iv. Impersonates any person or entity, including any <http://www.gccshool.org> employees or representatives.

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## **Privacy**

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You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without

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If any provision of these Terms shall be deemed unlawful or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions herein. The failure of GCCS to enforce performance of these Terms or to exercise any rights or remedies hereunder shall not be construed as a waiver of GCCS's right to assert or enforce such rights or remedies in that or any other instance.

### **Applicable Law, Jurisdiction and Venue**

These Terms shall be governed by applicable federal law and the laws of the State of New York, without regard to its conflict of laws principles. Any case, controversy, suit, action, or proceeding in connection with or related to these Terms, or the use of the Site, shall be brought and venued only in the state or federal court with jurisdiction sitting in Monroe County, New York, and you consent to personal jurisdiction in the state or federal courts located in the State of New York.

### **Guarantee**

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### **Contact Information**

If you have any questions or comments about these our Terms of Service as outlined above, you can contact us at:

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