

# TERMS & CONDITIONS OF USE

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Last updated: June 4, 2024

**Article I. Introduction.** Welcome to The Pennsylvania Principals Association Website. By using Our Website and/or using the Services that are provided, You acknowledge that You have read, understood, and agree to be bound by Our Terms and Conditions of Use (hereinafter referred to as “Terms” or “Terms and Conditions”). Please review these Terms carefully. These Terms unconditionally extend and apply to all related applications, internet service, or website extensions. If You are not in agreement with all of the Terms, You are not granted permission to use this Website, and You are instructed to stop use of this Website. The Pennsylvania Principals Association recommends that You save or print a copy of these Terms for future reference.

**Article II. Agreement.** This Terms and Conditions of Use agreement (this “Agreement”) specifies the Terms for access to and use of The Pennsylvania Principals Association website and all its contents (collectively referred to herein as the “Website”) and describe the terms and conditions applicable to Your access of and use of the Website. These Terms outline the rules and regulations guiding the use of this Website located at [www.papprincipals.org](http://www.papprincipals.org). All materials/information/documents/services or all other entities (collectively referred to as content) that appear on this Website shall be administered subject to these Terms. These Terms apply in full force and effect to Your use of this Website, and the use of this Website shall constitute and be deemed Your unconditional acceptance of this Agreement. This Website reserves the right, with or without notice, to make changes to this Agreement at the Website’s discretion. Your continued use of any part of this Website or any Service constitutes Your acceptance of such changes to this Agreement. You should review this Agreement periodically to determine if any changes have been made. The most current version of this Agreement, which supersedes all previous versions, can be reviewed by going to [Insert link to most current Terms].

**Article III. Definitions/Terminology.** The following definitions apply to these Terms, Privacy Policy, Disclaimer Notice and all Agreements: "User", "Visitor," "Client," "Customer," "You," and "Your" refers to You, the person(s) that use this Website. "The Pennsylvania Principals Association website", "We", "Our," and "Us", refers to our Website/Company. "Party," "Parties," or "Us," refers to both You and Us. All Terms refer to all considerations of the Website necessary to undertake support to You for the express purpose of meeting Your User needs in respect of Our Services, under and subject to, prevailing law of the state or country in which the Website operates (Pennsylvania, United States of America). Any use of these definitions or other glossary in the singular, plural, capitalization, and/or pronoun are interchangeable but refer to the same.

**Article IV. Intellectual Property Rights.** All content included on this Website is and shall continue to be the property of The Pennsylvania Principals Association or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use, or publication by You of any such content or any part of the Website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will You acquire any ownership rights or other interest in any content by or through Your use of this Website.

## **Article V. Services.**

**§5.1** You acknowledge and agree that the services provided by this Website (“Service”) and any necessary software used in connection with any Service (“Software”) contain proprietary and confidential information that is the property of The Pennsylvania Principals Association and its licensors and is protected by applicable intellectual property and other laws.

**§5.2** The content of this Website is not intended for use or distribution to any person or entity in any jurisdiction, geographical location, or country/state where such use or distribution will be contrary to the laws and regulations or subject The Pennsylvania Principals Association to any form of registration, claims, demands, costs, liabilities, damages, or expenses.

**Article VI. Intended Audience.** The Website is intended for Users who are at least 18 years of age. If You are under the age of 18, You cannot use or register to use this Website or its services without parental permission or consent. By agreeing to these Terms, You have the necessary legal capacity to comply and be bound by these Terms.

**Article VII. Trademarks.** You acknowledge the Website’s exclusive rights in the Website’s trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing in this Website are the property of the Website or the Party that provided such intellectual property to the Website. The Website and any Party that provides intellectual property to the Website retain all rights with respect to any of their respective intellectual property appearing in this Website, and no rights in such materials are transferred or assigned to You.

**Article VIII. Acceptable Use.** You may use this Website only for lawful and legitimate purposes in accordance with these Terms.

**§8.1** When using this Website, You agree to adhere to the following guidelines:

**§8.1.1 Compliance with Laws.** You agree to comply with all applicable laws and regulations, both local and international, while using this Website. You shall not engage in any activity that violates any laws or infringes upon the rights of others. You further agree that information provided by You is truthful and accurate to the best of Your knowledge;

**§8.1.2 Respect for Others.** You shall respect the rights, privacy, and dignity of other Users of this Website. You shall not engage in any activity that is harassing, abusive, defamatory, threatening, or harmful to others;

**§8.1.3 No Unauthorized Access:** You shall not attempt to gain unauthorized access to any part of this Website, its systems, or any connected network or database. Unauthorized access, hacking, or any other form of cyber-attack is strictly prohibited;

**§8.1.4 No Malicious Activities:** You shall not use this Website for any malicious purposes, including but not limited to the distribution of malware, viruses, or any other harmful software;

**§8.1.5 No Spam:** You shall not send unsolicited messages, advertisements, or spam through this Website's features or communication channels.

**§8.1.6 Protection of Intellectual Property:** You shall respect intellectual property rights, including copyrights, trademarks, and patents. You shall not use this Website to distribute, share, or post any content that infringes upon the intellectual property rights of others;

**§8.1.7 No Unauthorized Commercial Activity:** You shall not use this Website for unauthorized commercial activities, including, but not limited to, advertising, marketing, or selling products or services without proper authorization;

**§8.1.8 No Impersonation:** You shall not impersonate any person or entity or falsely claim an affiliation with any entity when using this Website;

**§8.1.9 No Data Mining or Scraping:** You shall not engage in data mining, data scraping, or any automated or systematic extraction of data from this Website without explicit permission;

**§8.1.10 No Disruption:** You shall not engage in any activity that disrupts or interferes with the normal operation of this Website, including, but not limited to, hacking, distributed denial-of-service (DDoS) attacks, or any form of network interference;

**§8.1.11 No Harm to Minors:** If this Website provides content that is accessible to minors, You shall not post or share any content that is inappropriate or harmful to minors; and

**§8.1.12 No Violation of Privacy:** You shall respect the privacy of others, and You shall not engage in any activity that invades the privacy of Users of this Website.

**§8.2 Reporting Violations:** If You become aware of any violation of these Acceptable Use guidelines by other Users, please report it to Us immediately.

**§8.3** Failure to comply with these Acceptable Use guidelines may result in the termination of Your access to this Website and may also lead to legal action or other remedies as deemed necessary.

**Article IX. Cookies.** The Website employs the use of cookies. By accessing Our Website, You agree to use cookies in Agreement with Our Cookie Policy.

**§9.1** Our interactive Website's optimal functionality uses cookies to retrieve the User's information for each visit. Some of Our affiliate partners may also use cookies.

**Article X. License.** Unless otherwise stated, the Website and/or its licensors own the intellectual property rights for all content on the Website. All intellectual property rights are reserved. You may access any Website content from Website for Your personal use subject to restrictions set in these Terms. The Pennsylvania Principals Association grants You a limited, revocable,

nonexclusive license to use this Website solely for Your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. The use of this Website is at the discretion of The Pennsylvania Principals Association, and The Pennsylvania Principals Association may terminate Your use of this Website at any time.

**§10.1** The Website hereby restricts You from all of the following:

**§10.1.1** Republishing any Website content in any media;

**§10.1.2** Reproducing, duplicating, or copying any Website content;

**§10.1.3** Reverse engineering or breaking into the Website;

**§10.1.4** Selling, renting, sublicensing, and/or otherwise commercializing any Website content;

**§10.1.5** Publicly performing and/or displaying any Website content;

**§10.1.6** Using this Website in a manner that is, or may be, damaging and/or impacts User access to this Website;

**§10.1.7** Using this Website contrary to the relevant rules, laws, and regulations of Your country of residence, or in a manner that causes, or may cause, harm to the Website, or any person or business entity;

**§10.1.8** Conducting data mining or any other similar activity concerning this Website, or while using this Website; and

**§10.1.9** Using this Website to engage in any form of business advertising or marketing.

**§10.2** Specific areas of this Website may be restricted from User access, and The Pennsylvania Principals Association may further extend such restriction to the entire Website, at any time, and in its sole discretion. Any User identification, security key, or password You may have on this Website are confidential, and You are responsible for maintaining such information confidentiality.

## **Article XI. Linking and Hyperlinking Rights.**

**§11.1** We reserve the right to request the removal of any links or any particular link to Our Website that is created by You. Upon Our request, You agree to immediately remove all links to Our Website. We may amend the Terms of these linking rights at any time, and by continuously linking to Our Website, You agree to be bound to and adhere to the updated Terms.

**§11.2** Should You encounter any link on Our Website that You find offensive, please feel free to contact Us. We will consider requests to remove such links but are not obligated to do so or to respond directly or immediately.

**§11.3** Certain organizations, such as search engines, government agencies, news organizations, and online directories, may link to Our Website without prior written approval. Other entities, including but not limited to, consumer and/or business information sources, charity organizations, internet portals, educational institutions, trade associations, and dot.com community sites, may submit requests to link to Our Website. Such requests should be directed to Us for review; however, approval of such requests does not imply Our endorsement, sponsorship, partnership, or agreement with the linking entity's services or policies.

**§11.4** Use of Our logo or other artwork for linking is not permitted without a trademark license agreement.

## **Article XII. Links to Third-Party Content.**

**§12.1** Our Website may provide links to third-party websites or applications. We do not control, and are not responsible for, the content or operation of such third-party sites or applications. Linking to any third-party site does not imply Our endorsement of the site, application, or its operator.

**§12.2** The Pennsylvania Principals Association assumes no responsibility for advertisements or any third-party content featured within Our Website. Any purchases of goods or services made through third-party advertisers are at Your own risk. The respective advertiser is responsible for the goods and/or services offered, and You should direct any questions or complaints to them.

## **Article XIII. User Content.**

**§13.1** In these Terms, "User Content" shall mean any audio, video, text, images, or other material or content You choose to display on this Website. By displaying User Content, You grant The Pennsylvania Principals Association a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate, and distribute it on any media.

**§13.2** User Content shall be original to You and should not violate any third party's intellectual property rights, either presently or in the past. The Pennsylvania Principals Association reserves the right to remove any of Your content from this Website at any time, without notice.

**§13.3** The Pennsylvania Principals Association is permitted to monitor Your activities on the Website and remove any User Content considered inappropriate, offensive, contrary to applicable laws and regulations, or causes a breach of these Terms.

**§13.4** You warrant and represent that:

**§13.4.1** You are entitled to upload/input/publicize content on Our Website and have the necessary legal capacity, license, or consent to do so;

**§13.4.2** Your content does not infringe any intellectual property right, including without limitation to copyright, patent, or trademark of any third party;

**§13.4.3** Your content is true, accurate, current, complete, and relates to you and not a third party;

**§13.4.4** Your content does not contain any libelous, defamatory, offensive, immoral, or otherwise illegal material which is an invasion of privacy; and

**§13.4.5** The content will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

**§13.5** You grant The Pennsylvania Principals Association a non-exclusive license to use, reproduce, edit and authorize others approved by Us to use, reproduce, and edit any of Your content in any form, format, or media.

**Article XIV. Privacy Policy.** When using Our Website, You shall be subject to any posted policies, guidelines, or rules applicable to use of the Website and any Service provided by the Website, including, but not limited to, Our Privacy Policy. All such policies, guidelines and rules are hereby incorporated by reference into this Terms and Conditions.

**§14.1 Use of Information.** The Pennsylvania Principals Association reserves the right, and You authorize Us, to use and assign all information regarding Website uses by You and all information provided by You in any manner consistent with our Privacy Policy. By using this Website and its Services, You may provide Us with certain personal information. By using Website or its Services, You authorize Us to use Your information in any country or state that We operate in. We reserve the right to use such information to improve Your User experience and facilitate mailing and traffic and market analytics.

**§14.2** By accessing this Website, specific information about the User, such as Internet protocol (IP) addresses, site navigation, User software, and the surfing time, along with other similar information, will be stored on the Website servers. Information about their identities, such as name, address, contact details, billing information, and other information stored on this Website, will strictly be used only for statistical purposes and will not be published for general access. The Pennsylvania Principals Association, however, assumes no responsibility for the security of this information.

**Article XV. Copyrights and Copyright Agent.** If You believe Your work has been copied in a way that constitutes copyright infringement, or Your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to Our Copyright Agent:

**§15.1** An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

**§15.2** A description of the copyrighted work that You claim has been infringed;

**§15.3** A description of where the material that You claim is infringing is located on the Website;

**§15.4** Your address, telephone number, and e-mail address;

**§15.5** A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

**§15.6** A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Website is [Pennsylvania Principals Association], who can be reached as follows:

By Mail: [122 Valley Road, Enola, PA 17025]

By Phone: [717-732-4999]

By E-mail: [papprincipals@papprincipals.org]

**Article XVI. Disclaimers/Warranties/Limitation of Liabilities.**

**§16.1** THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE PENNSYLVANIA PRINCIPALS ASSOCIATION DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THIS WEBSITE SHALL BE TO DISCONTINUE USING THIS WEBSITE.

**§16.2** The Pennsylvania Principals Association does not make any endorsements, warranties, or representations about the accuracy, reliability, expertise, or completeness of any such content. You agree that reliance on any such content shall be at the User's risk. The Pennsylvania Principals Association periodically changes, adds, modifies, improves, or updates this Website's content with or without prior notice. Under no circumstance shall The Pennsylvania Principals Association be liable for any loss, damage, injury, liability, or expense incurred or suffered from the use of this Website, including, without limitation, any fault, error, omission, commission, delay, failure, interruption, deletion, alteration, disruption, cessation, or incursion

concerning such use by Us, Our affiliates, or any third party. Under no circumstance shall The Pennsylvania Principals Association or any of its partners and affiliates be liable for any direct, indirect, consequential, accidental, or special damages, even if The Pennsylvania Principals Association has been advised against the risk or possibility of such damages. The User agrees that The Pennsylvania Principals Association will not be liable for any conduct or behavior of the User arising from the use of this Website. As a result, the use of this Website and all or any of its content is at the User's sole risk.

**§16.3 Limitation of Liability.** In no event shall The Pennsylvania Principals Association, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of Your use of this Website, whether, under contract, tort, or otherwise, and The Pennsylvania Principals Association, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential, or special liability arising out of Your use of this Website. Your sole remedy for dissatisfaction with this Website and/or content is to cease all of Your Website use.

**Article XVII. Indemnification.** You agree to indemnify and hold The Pennsylvania Principals Association, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “Indemnified Parties”) harmless from any breach of this Agreement by You. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of any content or information or Service accessed from this Website. If dissatisfied with any or all of the content on this Website or any or all of its Terms and Conditions, the User may discontinue using this Website.

#### **Article XVIII. Termination.**

**§18.1 Modification and Termination of the Website.** The Pennsylvania Principals Association reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Website or any Service provided by the Website (or any part thereof) with or without notice. You agree that The Pennsylvania Principals Association will not be liable to You or any third party for any modification, suspension or discontinuance of the Website or any Service.

**§18.2** The provisions of these Terms and Conditions shall remain in full force and effect while You use the Website or its Services. Users may terminate their use by following the instructions for terminating User accounts in Your account settings or by contacting Us at [paprincipals@paparincipals.org](mailto:paprincipals@paparincipals.org). We reserve the right and sole discretion to, and without notice or liability, deny access to and use of the Website (including blocking specific IP addresses) to any User for any reason including, but not limited to, breach of any representation, warranty, or Agreement in these Terms or any applicable law or regulation.



**§18.3** We also reserve the right, if, in Our sole discretion, We determine that Your use of the Website or its Services is in breach of these Terms and Conditions or of any applicable law or regulation, to terminate Your use of the Website and its Services or delete Your account and any or all of Your content, without warning or prior notice. If We terminate or suspend Your account for any reason set out under this section, You are prohibited from registering and creating a new account under Your name, or a false identity. In addition to terminating or suspending Your account, The Pennsylvania Principals Association reserves the right to take appropriate legal action(s), including, without limitation, pursuing civil, criminal, and injunctive redress.

## **Article XIX. General Provisions.**

**§19.1 Language.** All correspondence made under this Agreement shall be in English.

**§19.2 Governing Law; Jurisdiction.** The Terms and Conditions of this Website shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws provisions. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in Pennsylvania for the resolution of any disputes that may arise between you and The Pennsylvania Principals Association or its affiliates.

**§19.3 Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**§19.4 Variation of Terms.** The Pennsylvania Principals Association reserves the right to revise these Terms at any time by updating this Agreement and posting it on the Website. Accordingly, You should visit the Website and review the Terms and Conditions periodically to determine if any changes have been made. Your continued use of this Website after any changes have been made to the Terms signifies and confirms your acceptance of any such changes or amendments to the Terms.

**§19.5 Assignment.** The Pennsylvania Principals Association reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of Your rights and/or obligations under these Terms. Furthermore, a person who is not a party to these Terms and Conditions shall have no right to enforce any provision contained therein.

**§19.6 Preservation of Immunities.** Nothing herein shall constitute a limitation upon the privileges and immunities of The Pennsylvania Principals Association, which are specifically reserved.

**§19.7 Waiver.** The failure of The Pennsylvania Principals Association to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by The Pennsylvania Principals Association must be in writing and signed by an authorized representative of The Pennsylvania Principals Association.

**§19.8 Relationship of the Parties.** Nothing contained in this Agreement or your Use of the Website shall be construed to constitute either Party as a partner, joint venturer, employee or agent of the other Party, nor shall either Party hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other Party, it being intended by both Parties that each shall remain independent contractors responsible for its own actions.

**§19.9 Entire Agreement.** This Terms and Conditions constitutes the entire Agreement between You and The Pennsylvania Principals Association and governs the terms and conditions of Your use of the Website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and The Pennsylvania Principals Association with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including, but not limited to, the Privacy Policy), guidelines, or rules that may apply when You use the Website.

**Article XX. Contact Us.** To resolve any complaint or clarification regarding the use of this Website or its Services or receive information concerning that, please contact Us at [papprincipals@papprincipals.org](mailto:papprincipals@papprincipals.org).