Terms of Use/Privacy Policy

TERMS OF USE

By accessing this Website, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

THIS AGREEMENT IS BETWEEN USER AND SPEAKUPFORKIDSPBC.ORG (“Website”), which is solely owned by Speak Up For Kids of Palm Beach County.

The purpose of our Website is to provide pertinent information, services and an online community. Speakupforkidspbc.org is an informational website and does not provide legal, financial or other professional services or advice about purchases or which service providers to use. All the information presented on the Website is for educational and resource purposes only. Use of the information contained in this Website is at the sole choice and risk of the user.

The Website is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein. Your use of the Website constitutes your agreement to all such terms, conditions, and notices. Please read these terms carefully, as any rights not expressly granted herein are reserved.

MODIFICATION OF THESE TERMS OF USE

Speakupforkidspbc.org reserves the right to change the terms, conditions, and notices under which the Website is offered. The most current version of the Terms of Use will supersede all previous versions. You are encouraged to periodically review the Terms of Use to stay informed of any updates.

LINKS TO THIRD PARTY SITES

The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Website and Speakupforkidspbc.org is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Speakupforkidspbc.org is providing these links to you only as a convenience, and the inclusion of any link does not imply an official endorsement, guarantee or approval by the Website of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Website, you warrant to Speakupforkidspbc.org that you will not use the Website for any purpose that is unlawful or prohibited by these terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website is the property of Speak Up For Kids of Palm Beach County and protected by laws that protect intellectual property and proprietary rights. You agree to observe and abide by all restrictions and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. Your use of the Website does not entitle you to make any unauthorized use of any content, delete or alter any content. You will use content solely for your personal use and will make no other use of the content without the express
written permission of the Executive Director of Speak Up For Kids of Palm Beach County. You agree that you do not acquire any ownership rights in Website content. We do not grant you any licenses, express or implied, to the intellectual property of Speakupforkidspbc.org except as expressly authorized by these Terms.

USE OF COMMUNICATION SERVICES
The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary written consent of Speak Up For Kids of Palm Beach County; Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer; Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; Conduct or forward surveys, contests, pyramid schemes or chain letters; Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner. Agree that there may be interruptions in service or events that are beyond the control of Website, and Website shall not be responsible for any data lost while transmitting information on the Internet. While it is the Website’s objective to be accessible 24/7, the Website may be unavailable from time to time for any reason, including, without limitation, routine maintenance; Restrict or inhibit any other user from using and enjoying the Communication Services. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; Harvest or otherwise collect information about others, including e-mail addresses, without their consent; Violate any applicable laws or regulations.

Website has no obligation to monitor the Communication Services. However, Speakupforkidspbc.org reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. Website reserves the right to terminate your access to any or all of the Communication Services at any time without notice, for any reason whatsoever.

Website reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at Website’s sole discretion.

MATERIALS PROVIDED TO SPEAKUPFORKIDSPBC.ORG
By posting, uploading, inputting, providing or submitting your Submission you are granting Website permission to use your Submission, without limitation, the rights to: copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Website is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at the Website’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

INDEMNIFICATION
You agree to indemnify, defend and hold harmless Speakupforkidspbc.org, its officers, directors,
employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Website reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Speakupforkidspbc.org (and its sister-sites) in asserting any available defenses.

To the maximum extent permitted by applicable law, in no event shall Website be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website, with the delay or inability to use the Website or related services. The provision of or failure to provide services, if you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website.

DISPUTES
You agree that any dispute over our Privacy or our Terms of Use Policies, or any other agreement we might have with you, will be governed by the laws of Florida. You also agree to arbitrate such disputes in Florida and to abide by any limitation on damages contained in any agreement that may be reached.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and Speakupforkidspbc.org with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the Speakupforkidspbc.org website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

Last modified: 03/06/2019

PRIVACY POLICY
This Privacy Policy applies to the SPEAKUPFORKIDS ("Website") website owned by Speak Up For Kids of Palm Beach County and governs data collection and usage. By using the Website, you consent to the data practices described in this Policy.

COLLECTION OF YOUR PERSONAL INFORMATION

Website may collect personally identifiable information, such as your e-mail address, name, home or work address or telephone number. Website may also collect anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that may be automatically collected by Website. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information may be used by Website for the operation of the website, to maintain and improve quality of the website, improve service, send periodic emails and to provide general statistics regarding use of the Website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Website public message boards, this information may be collected and used by others.

LINKS TO THIRD PARTY WEBSITES
This Website may contain links to other websites. Website is not responsible or liable for the privacy practices or content of websites outside of the Speakupforkidspbcc.org website. Website encourages you to review the Privacy Policies of websites you choose to link to from Website to understand how those websites collect, use and share your information.

USE OF YOUR PERSONAL INFORMATION

Website may collect and use your personal information to operate the Speakupforkidspbcc.org website and deliver the services you have requested. Website may also use your personally identifiable information to inform you of other content or services available from Website.

Website does not sell, rent or lease its information or lists to third parties. Website may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, or provide support. All such third parties are prohibited from using your personal information except to provide these services to Website, and are required to maintain the confidentiality of your information.

Website will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Speakupforkidspbcc.org or the site; (b) protect and defend the rights or property of Website; and, (c) act under exigent circumstances to protect the personal safety of users of Website, or the public.

USE OF COOKIES

The Website uses “cookies” to improve and personalize your online experience. A cookie is a text file that is placed on your hard drive by some web pages that you visit. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies by themselves, cannot be used to reveal or discover the identity of the individual user. The actual cookies contain “hashed” data. A hash is the result of a specific mathematical formula applied to some input data, e.g., user name and password, making it very difficult to find the original input data.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can control cookies through your browser preference setting. If you choose to reject cookies, you may not be able to fully experience the features of the Website.

GENERAL LEGAL NOTICE & DISCLAIMER

References herein to any linked site or other third party do not constitute or imply endorsement or recommendation by Website. While Website makes every effort to present accurate and reliable information on this website, Website does not approve or certify such information nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

Use of such information is voluntary. Website, including its employees and agents, is not responsible for and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on the information available through this website. No approvals, recommendations, endorsements, guarantees or warranties, including, but not limited to, any express or implied warranties of merchantability, or fitness for any particular use or purpose of products or services named on this website are made by Speakupforkidspbcc.org.

SECURITY OF YOUR PERSONAL INFORMATION***

Website secures your personal information from unauthorized access, use or disclosure. Website secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.
PAYMENT PROCESSING

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CHANGES TO THIS POLICY

Website will occasionally update this Privacy Policy. Website reserves the right to amend this Privacy Policy at our sole discretion, at any time. Website encourages you to periodically review this Privacy Policy to be informed of how Website is protecting your information.

This Policy was last modified on 03/06/2019.