

Privacy Policy for Windsor Charter Academy

www.windsorcharteracademy.org

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2. Submitted Data

You agree that you shall not upload to the Website any data, files, content or other information ("Submitted Data"), or otherwise transmit on or through this website, any Submitted Data that are subject to any rights of any third parties, or in which any holder of such rights has not given express authorization for distribution by you. By providing Submitted Data to WCA, you automatically grant, or warrant that the owner of such Submitted Data has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to Use the Submitted Data.

Any personal information, such as your name, email address or other contact information provided to WCA shall be handled in accordance with, and subject to, the WCA Privacy Policy described below in Section 13 and not this Section 2.

3. Display of Products and Services

We use commercially reasonable efforts to ensure that the colors, design and details of the products and services displayed on WindsorCharterAcademy.org are accurate. However, we cannot and do not guarantee that the colors, design, and/or detail, as displayed by your monitor, will be accurate and we assume no responsibility whatsoever for such difference in color, design and details.

WCA reserves the right at any time and without notice to change the products and or services that are described on the Website.

4. Prohibited Conduct and Use

You agree to use WindsorCharterAcademy.org only for lawful purposes. You are expressly prohibited from transmitting through WindsorCharterAcademy.org any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). You agree and acknowledge that WCA is not responsible or liable to you or any other party for any Prohibited Conduct by any user of WindsorCharterAcademy.org at any time.

Notwithstanding anything in this Agreement to the contrary, WCA is in no way obligated to monitor any user's use of or to monitor, retain, review and/or edit Submitted Data or any information provided by any user and transmitted through WindsorCharterAcademy.org. However, WCA does reserve the right, at any time, to monitor, review, retain, edit and/or disclose any information (including any Submitted Data) as WCA determines necessary, in its sole discretion, to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) protect and defend WCA's rights and property; (iii) enforce this Agreement; (iv) protect against misuse or unauthorized use of WindsorCharterAcademy.org; and (v) protect the interests of WCA's users or the public.

You are expressly prohibited from using a false e-mail address or other identifying information and from using WindsorCharterAcademy.org in any way to send emails or other messages to people or other entities.

5. Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

6. Linked Sites

This Website may contain links to other websites solely for your convenience. WCA does not endorse nor make any warranties or representations about any website you may access through a link from WindsorCharterAcademy.org. You agree and acknowledge that you (and not WCA) assume all risk for any dealings or transactions of any nature, including without limitation, the purchase of any products or services from, or the reliance upon any information or materials contained in, such linked sites. Please note that such other websites may have terms of use and/or privacy policies different from WCA's and any use of such other websites and/or any information you provide to or through such other websites will be subject to the terms or use and privacy policies of those other websites and not WCA's. WCA shall have no responsibility or liability for acts or omissions of any party (including you) with respect to such other websites.

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If you contact WCA with information including, without limitation, feedback data (e.g., questions, comments, suggestions or the like) regarding this Website, the Content or any item on this Website (collectively, "Information"), the Information shall be deemed to be non-confidential and WCA shall have no obligation of any kind with respect to the Information. In addition, you agree and acknowledge that WCA shall be free to Use and distribute the Information to others without limitation, and to authorize others to do the same. Further, WCA shall be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products and other items incorporating the Information. WCA shall not be liable or owe any compensation for the Use or disclosure of the Information.

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This Agreement is governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any principles of conflicts of law. Venue and personal jurisdiction shall lie solely in the state and federal courts located in this State of Colorado. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from

this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified, except as provided in Section 12.

11. Termination

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all Content and/or other materials obtained from this Website, all copies thereof. This Agreement may terminate immediately without notice from WCA if in WCA's sole discretion, you fail to comply with any term or provision of this Agreement. Upon termination, you must destroy all Content and/or other materials obtained from this Website, and all copies thereof. Termination will not affect any rights, obligations or liabilities that arose prior to such termination.

12. Changes and Modifications

WCA may change, add or delete Content, products, materials, services, programs and the like that are described in this Website at any time without notice. WCA reserves the right to update, modify, revise or otherwise change this Agreement at any time with or without prior notice. Your use of WindsorCharterAcademy.org at any time after such update, modification, revision or change constitutes your acceptance of such update, modification, revision or change. You are encouraged to review this Agreement periodically.

13. Privacy Policy

Your privacy is important to us. If you provide your contact information or create a new user account at WindsorCharterAcademy.org, we collect your name, email address and other contact information ("Contact Information"). This Contact Information will be used to process your request, provide you information that you request or that we feel would be useful to you, and to contact you regarding your request, if applicable. In addition, we may share your Contact Information in the context of a merger, acquisition or corporate restructuring of WCA, and with third parties with whom we have business relationships. By providing your Contact Information to WCA via WindsorCharterAcademy.org, you expressly consent to our collection, storage and use of your Contact Information as described in this Privacy Policy.

You agree and acknowledge that your request may be processed, fulfilled or serviced by third parties other than WCA, and you understand that such third parties are not limited by WCA in their use of the information provided to them to process, fulfill or service your request. Therefore, you expressly consent to our sharing your information with any necessary third parties for such purposes. The third-party providers WCA uses are:

- PayPal & Stripe for our online financial transactions
- Squarespace forms to collect general information and to utilize the online store
- Google Forms to collect general information
- MailChimp for newsletters
- AdRoll for re-marketing ads

We do not sell your Contact Information to any third parties or share it with third parties (other than as described above) for promotional purposes.

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