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Effective April 2020

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Violations
Lake Erie Council, BSA may monitor use of this Site at any and all times to determine compliance with this TOU. Please also note that if we determine you have abused or violated the letter or intent of any of these terms, conditions or guidelines, or any applicable law, we may terminate or suspend your access to the Site and all related services, initiate an investigation, remove materials from our servers, issue a warning, block any prohibited activity, and take any other responsive action. Additionally, users who violate this TOU may incur criminal and/or civil liability.

User Responsibilities and Restrictions on Use
You agree that any and all billing and registration information you provide on the Site will be accurate and complete. Your provision of inaccurate or incomplete information constitutes a material breach of this TOU.

Furthermore, you agree to use the Site and all related services only for lawful purposes and not to allow others to use your account for any unlawful purpose. Use of the Site in violation of these TOU or any applicable law, regulation, ordinance, or other rule imposed by any governmental authority is prohibited. Without limiting the foregoing, you specifically may not:

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- Monitor, gather or copy any Content (as defined below) on this Site by using any robot, “bot,” spider, crawler, spyware, engine, device, software, extraction tool or any other automatic device, utility or manual process of any kind.
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- Engage in any activities through or in connection with this Site that seek to attempt to harm minors or are unlawful, offensive, obscene, threatening, harassing, and abusive or that violate any right of any third party.
- Attempt to circumvent the security systems of the Site in any way.
- Attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Lake Erie Council, BSA server.
- Attempt to use the Site for any purposes other than those intended by Lake Erie Council, BSA, as determined by Lake Erie Council, BSA in its sole discretion.
- Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.
• Engage in any activity that interferes with a user’s access to this Site or the proper operation of this Site. You also agree that, in using this Site, you will not impersonate any person or entity.

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Our use of your personal information collected on the Site is governed by the terms of the Lake Erie Council, BSA Privacy Policy. The Privacy Policy sets forth our sole obligations with respect to user data and privacy.

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Unless required by law, the Lake Erie Council, BSA will not be obligated to grant such requests and may approve or deny them at its sole discretion. Any approval of your request by Lake Erie Council, BSA will be limited to a specific, enumerated use and conditioned upon your acceptance of additional reasonable terms and conditions, which will be established at the time of your request based on your intended use of the Content. In any event, you may not copy or mimic the design elements, “look and feel,” or layout of the Site. No approval or permission to use this Site’s Content will be effective unless made in writing by a duly authorized representative of Lake Erie Council, BSA. Furthermore, Lake Erie Council, BSA reserves the right to revoke its consent any at time.
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**Indemnity**
You agree to indemnify, defend, and hold us, our local councils, partners, telecommunications providers, and service providers, and including the officers, directors, employees and agents of each, harmless from any cause of action, damages, judgments, liabilities, fees, or other costs and expenses (including attorneys’ fees) arising from a third-party claim related to or arising from your use of the Site or any related services, your use of any Content, your violation of the TOU, or your violation of any third-party rights, including without limitation infringement by you or any other user of your account of any trademark, copyright, patent, publicity, privacy, or other rights of any person or entity.

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No advice or information, whether oral or written, obtained by you from us or through the Site shall create any warranty not expressly made herein.

**Modifications**
Please note that we may change this TOU at any time by posting the modified TOU on the Site, or by otherwise notifying you of such change. Use of the Site after such changes are posted constitutes acceptance of all changes.

**Applicable Law**
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