

## **A. TERMS AND CONDITIONS OF USE**

*Please read these terms carefully before using this site.*

These materials are provided by Education Service Center, Region 20 (ESC-20) as a service to our customers and may be used for informational purposes only. By using any materials from this site, you agree to these Terms and Conditions of Use. If you do not agree to abide by these Terms and Conditions of Use, your use of this site is not authorized by ESC-20.

### **SCOPE OF THE TERMS AND CONDITIONS OF USE**

This agreement applies to the use of any resources available through the ESC-20 website, including message boards, published content, secured material, and any other services that are accessed via a link from the ESC-20 website or from a website that contains ESC-20 content.

### **COPYRIGHT NOTICE**

ESC-20 copyrights and/or trademarks may be used publicly with permission only from ESC-20. Fair use of ESC-20 graphics, photographs, text or logotypes in advertising and promotion of ESC-20 services requires proper acknowledgement. Materials on this website (including, but not limited to, documents, publications, press releases, logos, graphics, video and audio) are protected by worldwide copyright laws, trademarks, and treaty provisions. They may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way without ESC-20 prior permission.

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### **RULES OF CONDUCT**

Users of the ESC-20 website agree to use it for lawful purposes only. This site may not be used to transmit any content that is abusive, vulgar, obscene, hateful, fraudulent, unlawful, threatening, harassing, or defamatory. Content includes, but is in no way limited to content that is viewable by others on the site, comments, and artwork. Users of the ESC-20 website agree not to access other accounts without the account holder's permission. Failure to abide by these rules is a violation of this Terms and Conditions of Use agreement.

### **TERMS OF USE FOR SOCIAL MEDIA POSTS**

We encourage comments about topics that we post. This site is maintained and moderated by the Communications and Business Cooperatives Director.

Our Facebook/Twitter page provides information and photos about the service center, workshops, programs, and features successes of our school districts and charter schools. The ESC-20 Facebook/Twitter content is updated daily and the page is used to relay important announcements.

## **SECTION-E: Communications**

### **E-ATTACH—I: Terms and Conditions of Use – Privacy Policy**

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#### ***POSTED COMMENTS MUST COMPLY WITH THE FOLLOWING REGULATIONS:***

- Comments shall be limited to the topic of a specific posting made by the Facebook page administrator. If you have an unrelated question or comment, please send those to ESC-20's Director for Communications and Business Cooperatives.
- Comments are not allowed if they include profanity, threatening words, vulgar language, or inappropriate language or content.
- Comments are not allowed if they include specific allegations, a personal attack, or accusations about an employee, student, parent, employee, school district or charter school, community member, or the Education Service Center. Submit specific complaints regarding ESC-20 to ESC-20's Director for Communications and Business Cooperatives.
- Comments are not allowed if they include offensive language that targets specific groups of people, such as ethnic, religious or racial groups.
- Comments are not allowed if they include spam or advertisements.
- Comments with links to other sites will be screened by the site administrator and allowed at the discretion of the site administrator.
- Photographs posted will be screened by the site administrator and removed if deemed inappropriate.
- Reporters and other persons seeking responses to questions or requests are asked to send questions to ESC-20's Director for Communications and Business Cooperatives.
- Comments promoting or attacking electoral campaigns or candidates are not allowed, nor are comments attacking elected officials.
- Participants are responsible for what they post. Comments must not breach any law, confidentiality, or copyright.
- Anyone posting comments contrary to this Terms of Use policy will have his or her comment removed. After two posts/comments that are deemed inappropriate according to this Terms of Use Policy, the person posting them will be blocked from making any future posts on the page.
- Education Service Center, Region 20 reserves the right to update these Terms of Use at any time without advance notice.

#### ***DISCLAIMER***

The materials and software available on this website and other services that are accessed via a link from the ESC-20 website or from a website that contains ESC-20 content are provided "as is" without any express, conspicuous or implied warranty of any kind including warranties of merchantability, non-infringement of intellectual property rights, or fitness for any particular purpose. In no event shall ESC-20 or its employees be liable for any conspicuous damages whatsoever (including, without limitation, consequential or incidental damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the materials, even if ESC-20 has been advised of the possibility of such damages. ESC-20 further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. ESC-20 may make changes or updates to these materials, or to the products described therein, at any time without notice but is under no obligation to do so.

### ***LINKS TO THIRD PARTY SITES***

Linking to third party sites requires leaving ESC-20's site. The linked sites are not under the control of ESC-20, and ESC-20 is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. ESC-20 is providing these links solely for convenience and the inclusion of any link does not imply endorsement of this site by ESC-20.

### ***AVAILABILITY***

ESC-20's goal is continuous access, 24 hours per day, to our website. However, there may be times when the site is unavailable due to routine maintenance. Maintenance times are selected after identifying peak usage times and avoiding being down during those periods.

### ***LIMITATIONS OF LIABILITY***

ESC-20 does not guarantee that service will be uninterrupted or error-free. Content is provided on an 'as is,' as available basis. ESC-20 does not guarantee that any file available for downloading is free of viruses or similar contamination or destructive features.

### ***ACCESSIBILITY***

ESC-20 has made every effort to meet the Section 508 Accessibility Standards. We are not able to guarantee, however, that all components of this website are compatible with all web browsers designed to assist individuals with special needs. We continue to work toward the goal of complete accessibility.

### ***BROWSER SPECIFICATIONS***

Complete functionality of certain parts of the ESC-20 website depends on the use of specific browsers and features and the use of cookies. We recommend using currently supported versions of Microsoft Internet Explorer, Netscape, and Mozilla for PCs and Microsoft Internet Explorer, Safari, Netscape, Opera, and Firefox for Mac OS X, but other browsers and versions may still be able to access most of the site. Some interactive applications may require Internet Explorer 5.5 or above.

## **B. PRIVACY POLICY**

### **GENERAL**

ESC-20 is committed to respecting your privacy. We recognize your need for reasonable control of personally identifiable information that you share with ESC-20. However, ESC-20 is subject to the Public Information Act, which means that the information contained in public records is presumed to be open to the public unless a specific section of the act allows the information to be withheld. Information submitted electronically to ESC-20 through the website is used to better understand your needs and to provide you with better service. To help us improve your experience, ESC-20 may also track your use of our website. ESC-20 does not share personal information with third parties for marketing purposes.

### **ACCESSING OUR WEBSITE**

You are not required to provide personal information to access the publically available portions of our website. We do not collect personal, identifying information such as your name and e-mail address unless you provide that information.

### **IP ADDRESS**

ESC-20 may collect user IP addresses (the Internet address of a computer) to determine trends and statistics to improve our site and the services we offer, and to help diagnose problems and administer our website. The IP addresses we collect are not linked to personally identifiable information. Nevertheless, you should know that, if necessary, an IP address can and will be used to identify anyone responsible for threatening the integrity or security of the site or our computer systems and information networks.

### **COOKIES**

ESC-20 uses cookies (text files placed on your hard drive by a web server) to help personalize and maximize your browsing experience. Cookies cannot pass on viruses, harm your computer or pass on private information such as an e-mail address without the user's intervention. They are uniquely assigned to your computer and can only be read by a web server in the domain that issued the cookie.

Your browser can be configured to alert you when a site is attempting to send you a cookie and allow you to accept or refuse the cookie. If you choose to decline cookies, however, you may not have access to the full functionality of the ESC-20 website, including the secured-access applications.

### **ACCOUNT INFORMATION AND PROTECTION OF INFORMATION**

Some areas of the ESC-20 website are secured and may only be accessed with a specific user identifier (user ID) and password. To access these areas you may be required to create an account. To set up an account you may be required to provide the following:

- Contact information such as your name and e-mail address.
- Unique identifier such as your Social Security Number (SSN) or employee ID.
- Demographic information such as ZIP code and date of birth.
- Financial information to invoice for products or services purchased.

## **SECTION-E: Communications**

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ESC-20 uses your account information in the course of business to provide products or services you request and respond to questions or problems. ESC-20 also uses your account information to bill you for products and services purchased through the online system.

ESC-20 has security measures in place to protect the loss, misuse, and alteration of information under our control. For security reasons, do not share your user ID or password.

#### ***ONLINE FORUMS, MESSAGE BOARDS, AND OTHER WEB 2.0 TOOLS***

The ESC-20 website makes forums, message boards and other interactive tools available on certain areas of our website as well as through links to third party sites which host ESC-20 content. You should be aware that any personally identifiable information you submit through these applications becomes public information and may be read, collected, or used by other users of these tools. ESC-20 is not responsible for safeguarding the personally identifiable information you choose to submit when using these tools.

#### ***LINKS***

The ESC-20 website contains links to other websites. ESC-20 is not responsible for the privacy practices of sites other than our own even if those sites host ESC-20 content. We encourage you to be aware of the privacy statements on other websites and to read these statements.

#### ***ONLINE PURCHASES***

ESC-20 uses industry-standard practices and software to safeguard the confidentiality of your personal, identifying information. Firewalls and Secure Socket Layer (SSL) encryption protect credit card information you've provided for any online purchases.

#### ***CHANGES TO THIS STATEMENT***

ESC-20 reserves the right to change this privacy statement at any time. Notification of changes will be posted on the ESC-20 website. Because these changes may affect your personal information, we suggest that you look for information regarding changes on a regular basis and review the changes as soon as they are published on the website.

**BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

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