

# **Bellingham School District Terms and Conditions for Parent Connection**

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## **Changes in Terms and Conditions and Changes in the Site**

We reserve the right to change this policy at any time, for any reason, and without notice, including the right to terminate these services. Therefore, it is your responsibility to review these Terms and Conditions from time to time so you will be apprised of any changes.

## **Your Responsibility Regarding Use of Our Site**

It is your responsibility not to disclose your personal identification number or password to anyone. It is your responsibility to use this Site only for the purpose for which it was intended. Any use of the Site not in accordance with the intended purpose is prohibited.

It is a condition of your use of this Site that you do NOT:

- Impersonate any person or entity, including, but not limited to, an official of the District, school representative, guide or host, or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
- Upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, harassing, defamatory, vulgar, invasive of another's privacy, hateful, or otherwise objectionable;
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- Harm minors in any way;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;
- Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping areas) that are expressly designated for such purpose;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- Interfere with or disrupt (or attempt to interfere with or disrupt) the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- "Stalk" or otherwise harass another;

- Collect or store personal data about other users.

In addition, the District reserves the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the District's sole discretion are objectionable or in violation of these terms and conditions.

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You acknowledge that all electronic communications posted on the Site are public and not private communications, therefore others may read what you say on the Internet without your knowledge. Always use caution when giving out any personally identifying information about yourself or your children. The District does not control or endorse the content, messages or information found in any electronic message forum and, therefore, specifically disclaims any liability with regard to the Site and any actions resulting from your participation in any on-line electronic communications service. The managers and hosts of these services are not authorized District spokespersons, and their views do not necessarily reflect those of the District.

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THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **Governing Law**

All legal issues arising from or related to the use of this Site shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of Washington without regard to conflicts of law principles. By using this Site and agreeing to these Terms and Conditions, you consent to personal jurisdiction and venue in the state and federal courts located in and serving Whatcom County, Washington with respect to such disputes arising out of or relating to these Terms and Conditions or your use of the Site.

### **Indemnity**

By using this web site you agree to indemnify the District and its affiliates, directors, administrators, consultants and employees and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of this Service.

### **Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and communications, written or oral, between the District representations and you with respect to the subject matter hereof, except that any other terms and conditions located on any individual site associated with the District are incorporated herein by this reference to the extent they do not conflict with these Terms and Conditions.

**Violations of Terms and Conditions**

Should you violate these Terms and Conditions or any other rights of the District, the District reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts. If the District should fail to enforce any right or provision in these Terms and Conditions, you agree that this failure does not constitute a waiver of such right or provision or of any other rights or provisions in these Terms and Conditions. If a court should find that one or more rights or provisions set forth in these Terms and Conditions are invalid, you agree that the remainder of the Terms and Conditions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.

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