

Terms of Service
National Summer Learning Association Website

1. **Acceptance of Terms.** Welcome to the NSLA Website. By using the NSLA Website you agree to be bound by these "Terms of Service."

2. **Definitions.** In these Terms of Service: "NSLA Website" or "the Website" means the website associated with the domain name www.summerlearning.org. "The Services" means all the services offered in conjunction with the Website. "NSLA" means National Summer Learning Association, the owner of the Website and the provider of the Services.

3. **Description of Services.** NSLA provides information Services in the nature of resources and tools related to summer learning programs on the Website. Any new features added to the Services will also be subject to these Terms of Service, as they may be occasionally modified. Please review these Terms of Service from time to time so that you will be aware of any changes. We may also terminate the Services with or without notice, and without liability to you, any other user, or any third party.

4. **Your Obligations.** You are responsible for obtaining access to the Website and for paying any fees involved in obtaining that access (such as Internet service provider or airtime charges and the cost of the equipment you use to access the Website).

As a user of the Services, you agree to not use the Services to:

- A. post, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- B. harm minors in any way;
- C. impersonate any person or entity, including, but not limited to, an official of NSLA, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- D. disguise the origin of any material posted on or transmitted by NSLA;
- E. post, transmit or otherwise make available any material that you do not have a right to make available or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- F. post, transmit or otherwise make available 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 rooms) that are designated for such purpose;
- G. post, transmit or otherwise make available 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 or hardware or telecommunications equipment;
- H. "stalk" or otherwise harass another; or

I. collect or store personal data about other users.

5. **Privacy Policy.** Our Privacy Policy governs the collection, use and disclosure of all Personal Data (personally identifiable information about you, such as your full name, birth date, e-mail address or mailing address, phone number and any other information that can be used to identify or contact you). For more information, see our full privacy policy at http://www.summerlearning.org/resource/resmgr/about_us/nsla_privacy.pdf.

6. **Member Account, Password and Security.** If you create an account on or become a member of NSLA on the Website, you will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (your "Registration Data"); (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; (c) immediately notify NSLA of any unauthorized use of your password or account or any other breach of security; and (d) ensure that you exit from your account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or NSLA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NSLA has the right to suspend or terminate your account and refuse your use of the Services. Any Personal Data in your Registration Data will be collected, used and disclosed as provided in our Privacy Policy.

7. **User-Generated Content.** You may be able to post user-generated content, such as comments, photos, presentations, articles, profiles (including your name, image, and likeness), messages, notes, text, information, music, and videos ("User Content") on the Website. You will remain the owner of the User Content. By posting User Content, you grant NSLA an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, edit, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with NSLA, the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. For example and without limiting the foregoing, by posting comments to any portion of the Website, you grant NSLA the right to use, copy, edit, highlight, feature, distribute, and display those comments or any portion thereof on the Website and in promotions thereof in any manner and for any purpose. By posting User Content, you represent and warrant that you have the right to post the User Content, that no third party rights will be violated by such posting, and that you have the right to grant NSLA the rights granted herein.

8. **Services Provided "As Is."** You understand and agree that the Services are provided "As Is" and that NSLA assumes no responsibility for the accuracy, timeliness, deletion or mis-delivery of any user communication, information, or configuration.

You understand that you, and not NSLA, are entirely responsible for all material that you post, transmit or otherwise make available through the Services. NSLA does not review or control the material that others post, transmit or otherwise make available through the Services, and accordingly NSLA does not guarantee the accuracy, integrity or quality of such material.

You acknowledge that although NSLA does not review material posted on, transmitted or otherwise made available through the Services by others, NSLA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any material that is available through the Services.

9. Use of the Services in Other States and Countries. You agree to comply with all local rules regarding online conduct and content.

10. Use of the Services by Children Under 13. The Website is not directed to or intended for users under 13 years of age.

11. NSLA Intellectual Property. Apart from User Content (as defined above), NSLA (or its licensor) is the owner of all Website content— graphics, text and other elements— including all copyrights and other intellectual property rights embodied therein.

Except in connection with your own non-commercial use of the Services, NSLA content and other materials on the Website may not be reproduced, distributed, displayed, reprinted or retransmitted in whole or in part without the express written consent of NSLA, except that the foregoing does not apply to your own User Content that you legally post on the Website.

“NSLA,” “National Summer Learning Association,” the NSLA logo and other marks used by NSLA on the Website are trademarks of NSLA and may not be used without the express written permission of NSLA.

12. Third Party Intellectual Property. NSLA respects the intellectual property rights of others. We will respond promptly to remove material that infringes another person’s copyright or other intellectual property right.

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)(2)), our designated agent to receive notices of claimed infringement is:

Jennifer Racine
Godfrey & Kahn, S.C.
One East Main Street
P.O. Box 2719
Madison, WI 53701
608.257.3911
jracine@gklaw.com

13. Indemnity. You agree to indemnify and hold harmless NSLA, and its subsidiaries, affiliates, officers, agents, and employees, from any claim or demand by any third party arising out of material you post, transmit or otherwise make available through the Services, your use of the Services, your connection to the Website, your violation of these Terms of Service, or your violation of any rights of another person or entity.

14. No Commercial Use of Services. You agree to use the NSLA Website for non-commercial use only. You may not use the Services to sell a product or service, or to increase traffic to your website for commercial reasons, such as advertising sales. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, access to the Website, or any material available through the Services. If you want to make commercial use of the Website, you must enter into an express written agreement with NSLA to do so. Please contact agordon@summerlearning.org for more information.

15. Use and Storage of User Material. NSLA may establish general practices and limits concerning use of the Services, including limits on: the time that user-posted material will be available through the Services; the time that user-posted material will be stored by NSLA; the maximum size of any single posted event; the maximum disk space that will be allotted on NSLA servers on your behalf; the maximum number of times you may access the Services in a given period of time; and the maximum duration of each access. You acknowledge that NSLA reserves the right to terminate accounts that are inactive for an extended period. You further acknowledge that NSLA reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

16. Termination. You agree that NSLA, in its sole discretion, may terminate your password, account, or use of the Services, and remove and discard any material available on or stored by NSLA, for any reason, including, but not limited to, lack of use or actions inconsistent with the Terms of Service. NSLA may also, in its sole discretion and at any time, discontinue providing the Services, or any part thereof, with or without notice. You agree that upon termination NSLA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that NSLA shall not be liable to you or any third-party for any termination of your access to the Services.

17. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NSLA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NSLA MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE,

OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS USED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NSLA OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

18. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NSLA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NSLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

19. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

20. General Contract Provisions. The Terms of Service constitute the entire agreement between you and NSLA and govern your use of the Services, superseding any prior agreements between you and NSLA. The failure of NSLA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or any other right or provision. If any provision of the Terms of Service is held by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and that the other provisions of the Terms of Service remain in effect. You agree that regardless of any statute or law to the contrary, any

claim or cause of action arising out of or related to use of the Services or the Terms of Service must be filed within one year after such claim or cause of action arose or be forever barred.

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