

Terms of Use

Last Updated June 21, 2018

By using the Mamaroneck High School Alumni directory and/or website or the Mamaroneck Schools Foundation website (collectively the "Website") you agree to be bound by the following terms and conditions ("Terms of Use"). This agreement is personal to you; it cannot be assigned or transferred. If any provision of this agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

Some defined terms used here are:

"Association" refers to the Mamaroneck High School Alumni Association.

"District" refers to the Mamaroneck Union Free School District.

"Foundation" refers to the Mamaroneck Schools Foundation.

- Your Acceptance

By using and/or visiting the Website you signify your agreement to all of the Terms of Use. If you do not agree to any of these terms, including without limitation the privacy policy, please do not use this Website – you will not be allowed to have a Profile or access an account. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

- Website

These Terms of Use apply to all users of the Website, including users who are contributors of content and other materials or services on the Website. The term Website shall be understood to include all aspects and services of the Mamaroneck High School Alumni website and the Foundation website, including but not limited to all information, software and services offered via any website such as the blogs, groups, clubs, directories, discussion boards, job boards, mentor platforms, messaging, social and professional networking, photo and video uploading, commenting, mailing lists, and other applications.

The Website electronically publishes news and information that may include facts, views, opinions and recommendations of individuals and organizations deemed of interest to MHS alumni. None of the Mamaroneck High School, the Association, and the Foundation undertakes to review, monitor, verify or guarantee the accuracy, completeness or timeliness of or otherwise endorse information provided by any organization or individual, give advice or advocate the purchase or sale of any product or service not directly offered by Mamaroneck High School, the Association, the Foundation or their affiliates.

The Website may include unmoderated forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. The text and other materials on these Website are the opinion of the specific author and are not statements of advice, opinion, or information of Mamaroneck High School, The Association or the Foundation.

The Website may contain links to third-party websites that are not owned by, affiliated with or controlled by Mamaroneck High School, the Association, the Foundation or the District. None of Mamaroneck High School, the Association, the Foundation or the District has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites not directly affiliated with each of them respectively. In addition, the Website will not and cannot censor or edit the content of any non-affiliated third-party site. By using the Website, you expressly release Mamaroneck High School, the Association, the Foundation, and the District from any and all liability arising directly or indirectly from your use of this or any third-party website.

- Your Account

In order to access some features of the Website, you will have to create an account. By creating an account you agree to these Terms of Use and thereby agree to use of the Website in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines outlined here. Please note that you will be referred to as "User" from time to time in this Agreement. You may never use another individual or organization's account. Your User account may not be shared with, transferred, or sold to other parties. When creating your account, you must provide accurate and complete information – failure to do so may result in removal of your records and information from the Website and your inability to participate in any Association's activities. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify the Association and the Foundation of any breach of security or unauthorized use of your account. Although Mamaroneck High School, the Association, and the Foundation shall not be liable for any loss or damage you may experience due to an unauthorized use of your account, you may be liable for the losses of the Association, the Foundation, Mamaroneck High School or others due to such unauthorized use.

- Privacy Policy; Use and Sharing Restrictions:

1. If you complete the Profile form and share your personally identifying information, this information will be used to provide you with content and facilitate interaction. We may use your contact information to send further information about the Association and its members, the Foundation, Mamaroneck High School or the District, including communicating about alumni events, providing e-mail addresses, fundraising activities, mentorships or internships, building relationships and offering online community services. Additionally we may use Information collected about you or that you provide to us, including any Personal Information, to:
 - Operate and improve the website and services;
 - Provide services to you;
 - Track and analyze your use of services provided;
 - Provide support, including support to our affiliates and partners;
 - Send you reminders, notices, updates, security alerts, support and administrative messages, service bulletins, or marketing materials;
 - Administer contests or any promotional activities or events sponsored by us;
 - Manage our everyday business needs, such as website administration, fulfillment of orders, analytics, fraud detection and prevention, compliance with the law or reporting obligation, or enforcement of our Terms of Service; and
 - Aggregate anonymous data from our services used to benchmark, analyze, and improve the services.

If you do not want to be on our mailing list, you can opt out anytime by sending an email to alumni@mamaroneckschoolsfoundation.org or clicking on the "unsubscribe" button on our communications. From time to time, we may use your Personal Information to send important notices to you regarding material changes to our terms, conditions, and policies or purchased services which you may not opt out of receiving.

2. Disclosure of Your Information. We may disclose Personal Information that we collect or you provide as described in this Policy:
 - To our service providers, which provide services for us including but not limited to sending emails on our behalf, processing payments, providing analytics services and helping us provide services as requested by users. Our service providers are bound by law or contract to protect Personal Information and are only allowed to use Personal Information in accordance with the terms of our service agreements with them. We do NOT share, sell, rent, or trade Personal Information with third parties for their own promotional purposes, and we will only share Personal Information as outlined herein or with your consent.
 - We may also disclose your Personal Information: (1) To comply with any court order, law, or legal process, including to respond to any government or regulatory request; (2) To enforce or apply our Terms of Services and other agreements, including for billing and collection purposes; and (3) If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Mamaroneck High School, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

You may always opt-out of receiving information on your Profile page. You also may decide to send us personally identifying information, for example, in an electronic mail message containing a question or comment, or by filling out a Web form or physical form that provides us this information. We may forward your personally identifying information to other employees or authorized volunteers who are better able to answer your questions. We may also use your personally identifying information to contact you in the future about our programs or activities that may be of interest.

- Rules for Online Conduct

You agree to use the Website in accordance with all applicable laws and policies. Because the District and the Foundation are nonprofit, tax-exempt organizations, you agree that you will not use, directly or indirectly, the Website for organized partisan political activities or commercial purposes. You further agree that you will use all of the services or information provided on the Website in accordance with the rules of conduct set forth below. This includes interactions with other users by email, web post, postal mail, or phone.

Prohibited conduct:

- Posting content that maligns, defames or threatens others or any organization
- Posting statements that are bigoted, hateful or offensive
- Posting content that infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets. When quoting copyrighted material, please adhere to all applicable laws, policies herein and the Electronic Frontier Foundation's Fair Use Guidelines
- Posting material that contains obscene language or images
- Advertising or any form of commercial solicitation
- Posting any material that is political in nature

Statements or postings that violate the above terms will be deleted from the Website upon discovery. Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Website without the express permission of the owner of the copyright of the material, or other legal entitlement to use the material. Any person posting material protected by copyright for the benefit of any third-party represents and warrants consent or permission has been obtained to post such materials. Although the Association and the Foundation may not screen or monitor content posted by users to the Website, the Association and the Foundation reserve the right to remove content that violates the above rules of which either becomes aware.

You may not attempt to use or distribute tools designed for compromising security or take any action to compromise the security of the Website or the Alumni database. Examples of these tools include but are not limited to password guessing programs, cracking tools or network probing tools. You may not "flood" or disrupt the Website through any means or process.

You may not copy, scrape, download, export or otherwise capture any data obtained in the Website, e.g., the alumni directory, and/or store it outside of the system, e.g., in a separate spreadsheet, email list, database or other external repository without the prior express permission of the Association and the Foundation. You agree that you will not access or attempt to access any other User's account, or misrepresent or attempt to misrepresent your identity while using the Website or in any activities interacting with or involving other Users, or the Association, the Foundation or the District.

- Online Communication Services

Communication services provided through the Website, such as the directory, online communities, discussion boards, blogs, messaging/chat, social and professional networking, and other services in the future, are a part of the Website designed for communication among Users and/or the Association, the Foundation and/or the District. The Association and the Foundation may not monitor these communications, but each reserves the right to take action against any User who engages in any inappropriate or prohibited activity through any of the services offered through the Website or otherwise, if it comes to either of their attention.

- Online Alumni Communities

The Association may provide a platform on which alumni can create and join online alumni communities based on shared interests or experiences. Participants in online alumni communities may not represent or imply that their opinions represent those of the Association, the Foundation or Mamaroneck High School. The Association and the Foundation reserve the right to remove all or any portion of an online alumni community's information from the platform at any time and at their sole discretion. All online alumni community participants and organizers agree not to post or facilitate the posting of any material in violation of these Terms of Use or any applicable law or policy. Users and online alumni community participants and organizers also agree to provide reasonable assistance at the request of any of the Association, the Foundation, the District and/or Mamaroneck High School and their representatives to address any violations of this policy as determined by any of them. Participants and organizers also agree not to use the online alumni community or related services or information obtained therefrom for any activity that violates any federal, state or local law.

- Use of Links

Throughout the Website, we may provide links to other servers or organizations which may contain information of interest to our Users. We take no responsibility for, and exercise no control over, the organizations, views, or accuracy of the information contained on other servers.

- Disclaimer of Warranty / Limitation of Liability

Neither the Association nor the Foundation warrants that the Website will operate in an uninterrupted or error-free manner or that the Website is free of viruses, other harmful components or is secure from hackers. Provision of your information and your use of information obtained from or through these Website is at your own risk.

YOU AGREE THAT NONE OF THE ASSOCIATION, THE FOUNDATION, MAMARONECK HIGH SCHOOL AND THE MAMARONECK SCHOOL DISTRICT, AND THEIR RESPECTIVE DIRECTORS, TRUSTEES, ADVISORY BOARD MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY THE "PROTECTED PARTIES") WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE WEBSITE, INCLUDING WITHOUT LIMITATION YOUR PROVISION OF PERSONAL INFORMATION, OR TO YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE. IN PARTICULAR, THE PROTECTED PARTIES WILL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, MISUSE OF EMAIL, PERSONAL INFORMATION OR OTHER SERVICES, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF OR INABILITY TO USE A WEBSITE, OR ANY TRANSACTIONS ON OR THROUGH THE WEBSITE, OR YOUR PLACEMENT OF CONTENT ON A WEBSITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A WEBSITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

The Association and the Foundation make no representation regarding your ability to transmit and receive information from or through the Website and you agree and acknowledge that your ability to access the Website may be impaired. The Association and the Foundation disclaim any and all liability resulting from or related to such events.

- Choice of Law/Forum Selection

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York located in the county of Westchester. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

- Notice

The Association and the Foundation reserve the right to update this Terms of Use from time to time and will notify you of any changes and/or modifications by updating the "Last Modified" date on this page, sending an electronic communication detailing the changes, posting a notification on the Services, or as required by law. Any changes or modifications will be effective immediately upon posting the update on Association's Services. You are encouraged to periodically review these Terms of Use to stay informed of updates. Your continued use of Association's Services after receipt of such revised Terms of Use will be deemed an acceptance of the changes.

- Termination of Service

User may terminate this Agreement by cancelling his or her account. To do this the user must contact Association through phone or mail as listed below.

The Association or the Foundation may terminate your account or access rights to the Website at any time, without notice, for conduct that either or that Mamaroneck High School believes violates this Agreement or other policies or guidelines that Mamaroneck High School, the Alumni Association or the Schools Foundation have posted. The Association or the Foundation may terminate your account or your access rights to the Website for any conduct that either believes is harmful to other Users, or to the activities or mission of either or to those of the District or Mamaroneck High School or affiliated third parties.

- Trademarks

The logo, name and all graphics ("Marks") on the Website or its affiliates are trademarks of the Association, Foundation or affiliates. You must not use, reproduce, copy, or redistribute such Marks without the prior written permission of Association and the Foundation. All other trademarks or service marks appearing on the Website are the marks of their respective owners.

- Indemnification

You agree to defend, indemnify and hold harmless the Association, the Foundation and the District and their respective directors, advisory board members, trustees, officers, employees and agents from any claims, losses or damages, including legal fees, resulting from your violation of these Terms of Use, your use of the Website or your placement of any content onto the Website, and to fully cooperate in the defense against any such claims.

- Copyright License & Complaints

Owners of posted materials grants the Association and the Foundation a non-exclusive, royalty-free, perpetual license to reproduce and distribute any content posted on the Website. If you believe your copyright has been violated on the Website, please provide the following information:

- The name, address, and physical or electronic signature of the complaining party
- Identification of the infringing materials and their Internet location, or if the service provider is an "information location tool" such as a search engine, the reference or link to the infringing materials
- Sufficient information to identify the copyrighted works
- A statement by the copyright holder of a good faith belief that there is no legal basis for the use complained of
- A statement of the accuracy of the notice and, under penalty of perjury, that the complaining party is authorized to act on the behalf of the copyright holder

- Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Association and the Foundation with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

- Contact Information

To ask questions or comment about the Terms of Use, contact us at: alumni@mamaroneckschoolsfoundation.org or call 914-698-9079.