

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE HAMILTON COUNTY EDUCATIONAL SERVICE CENTER'S WEBSITES OR INTERNAL COMPUTER SYSTEMS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

Unauthorized or unlawful use of the Hamilton County Educational Service Center's (the "ESC") Websites and/or internal computer systems, including but not limited to unauthorized entry into the ESC's internal computer systems, misuse of passwords, or misuse of any information posted to a site, is strictly prohibited.

You acknowledge that the ESC may disclose and transfer any information that you provide through these Websites to: (i) any company within the ESC group, its affiliates, agents or information providers; or (ii) if the ESC has a right or duty to disclose or are permitted or compelled to so disclose such information by law, including but not limited to the Ohio Public Records Act. Use of the ESC's Websites and/or internal computer systems may be monitored, tracked and recorded. Anyone using the ESC's Websites and/or internal computer systems expressly consents to such monitoring, tracking and recording.

Intellectual Property Notice

The works of authorship contained in the ESC's Websites (the "Websites") or internal computer systems, including but not limited to all design, text, data, sound recordings, on-line courses and images, are owned, except as otherwise expressly stated, by the ESC. Except as otherwise expressly stated herein, these items may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without the ESC's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. §107), as amended, and then, only with notices of the ESC's proprietary rights provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

Web Content and Materials

The information on the ESC's Websites or internal computer systems is for information purposes only. It is believed to be reliable, but the ESC does not warrant its completeness, timeliness or accuracy.

The information and material contained on the ESC's Websites or internal computer systems – and the terms and conditions of the access to and use of such information and materials – are subject to change without notice.

Advice

The contents of the ESC'S Websites or internal computer systems do not constitute advice and should not be relied upon in making or refraining from making, any decision.

Potential Disruption of Service

Access to the ESC's Websites may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- hardware failure, including among other things, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of internal computer systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of internal computer systems capacities;

- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of the ESC.

Links to Other Sites

Links to non-ESC Websites are provided solely as pointers to information on topics that may be useful to the Websites, and the ESC has no control over the content on such non-ESC Websites. If you choose to link to a Website not controlled by the ESC, the ESC makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does the ESC warrant that such site or content is free from any claims or copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. The ESC does not guarantee the authenticity of documents on the Internet. Links to non-ESC sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

LIMITATION OF LIABILITY

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE ESC'S WEBSITES AND INTERNAL COMPUTER SYSTEMS (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE WEBSITES OR INTERNAL COMPUTER SYSTEMS) ARE PROVIDED "AS IS" "AS AVAILABLE." THE ESC AND THIRD PARTY DATA PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS. THE ESC AND THIRD PARTY DATA PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, THE ESC WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS, OR FOR THE INCOMPATIBILITY BETWEEN THESE WEBSITES OR INTERNAL COMPUTER SYSTEMS AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM. NOR WILL THE ESC BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE ESC'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

THE ESC AND THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, THE ESC AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS, ANY INCOMPATIBILITY BETWEEN THE ESC'S WEBSITES OR INTERNAL COMPUTER SYSTEMS AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE ESC'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING THE ESC'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL THE ESC BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE,

OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE ESC'S WEBSITES OR ANY PORTION THEREOF, REGARDLESS OF WHETHER THE ESC HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Enforceability and Governing Law

In the event any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with the ESC. The user's access to and use of ESC Websites or internal computer systems, and the terms of this disclaimer are governed by the laws of the State of Ohio.

Indemnity

To the extent permitted by law, you agree to indemnify and hold the ESC and its employees, administrators and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the ESC arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of the ESC's Websites or internal computer systems.

Electronic Transmission of Personal Information

Messages sent via electronic mail may be intercepted by third parties and are not protected by the ESC. Personal e-mail should not be used to communicate sensitive account information. The ESC hereby disclaims any warranties, endorsements or representations, express or implied, related to the efficacy or protection capability of Users' Web browsers. The ESC is responsible for making reasonable efforts to fulfill only those electronic transmissions actually received via the ESC's Websites. The ESC may not be held accountable for any loss resulting from the delay or failure to transmit a message or application via the ESC's Websites arising from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

January 1, 2010