

Terms of Service | PenPal Schools

Terms of Service

PenPal Schools TOS

Updated on August 21, 2015

Welcome to the PenPal Schools website (the “Site”). Please read this statement carefully before using the Site. These Terms apply to all sites operated by PenPal Schools, including www.penpalnews.com, beta.penpalnews.com, and www.penpalpics.com. When you visit any of these Sites, register as a teacher or student on PenPal Schools, or otherwise use the products or services offered by PenPal Schools, you become a “User” for purposes of this Agreement and you agree to be legally bound to and to abide by the Terms and our Privacy Policy.

Your use of the Site constitutes your agreement to abide by these Terms. Please regularly consult these Terms in order to be aware of updated practices. If you do not wish to agree to these Terms, please do not access the PenPal Schools site.

1. User Consent to the Terms

By proceeding to use this Site, you are consenting to the Terms as if you had physically signed an agreement containing the Terms. If you do not accept the Terms, please do not use the Site.

Your failure to adhere to the Terms may result in the suspension or termination of your access to the Site, without notice. PenPal Schools may terminate your access to the Site at any time and for any reason.

If you are accessing or using the Site as a representative of any company or organization, the Terms apply to and bind you individually as well as the company or organization. References to “you” or “your” apply to you individually and to the company or organization and references to “we” or “us” apply to PenPal Schools.

2. Modification of the Terms

PenPal Schools reserves the right to modify the Terms at any time and without notice to users. We also reserve the right to change or discontinue any aspect or feature of the Site at any time. Any modifications are effective and become a part of the Terms when they are posted. We encourage you to visit this page to review the current Terms prior to each new use of the Site.

3. Registration by Teachers or Students

By registering PenPal Schools, you certify that you are a teacher or student at an educational institution and that you are using PenPal Schools for its intended educational goals. If you are a student, by using

this site you certify that you are at least 10 years of age.

While PenPal Schools has security procedures in place, teachers and students use PenPal Schools at their own risk, and as with any other online activity, must be vigilant.

4. Proprietary Rights

A. Site Content

By accessing or using the Site, you acknowledge that all of the materials, information, publications on the Site (including, without limitation, text, software, code, graphs, photographs, videos, stills, graphics, music, sound, and site code, such as source code, scripts, object code, and software) ("Content") are protected by copyrights, trademarks, or other proprietary rights. The compilation of Content, design, organization, graphics, advertising, and the "look and feel" of the Site are also protected.

All Content is the property of PenPal Schools or its licensors. No reproduction, modification, transmission, publication, sale, transfer, upload, download, copy or derivative work creation, distribution, performance, display, or any other use of the property in any media now known or hereafter developed is permitted without prior written permission by PenPal Schools. Such use may be a violation of the intellectual property rights of PenPal Schools or its licensors.

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You may not use any of PenPal Schools' proprietary logos, marks, or other distinctive graphics, video, or audio material in your links. You may not link in any manner reasonably likely to (i) imply affiliation with or endorsement or sponsorship by PenPal Schools; (ii) cause confusion, mistake, or deception; (iii) dilute PenPal Schools' trademarks, service marks, or trade names; or (iv) otherwise violate applicable law.

Modification of the Content or use of the Content in any manner that directly or indirectly suggests an association with PenPal Schools is strictly prohibited.

B. Notice of Copyright Infringement

PenPal Schools respects the rights of all owners of copyrights, trademarks, and other intellectual property rights. To that end, PenPal Schools has implemented a policy to suspend or terminate the access of and take action against users, subscribers, and account holders who violate such rights.

If you believe that your work has been copied in a manner that constitutes a copyright infringement, or that the Site contains links or other references to another on-line location that contains content that infringes on your rights, please notify us by contacting our designated agent for notification of claimed infringement:

Joe Troyen-Schwartz

PO Box 320145

Brooklyn, NY 11232

802.999.8979

joe@penpalnews.com

Please include the following information, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512:

- a. A physical or electronic signature of a person authorized on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- c. Information reasonably sufficient to permit use to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party can be contacted;
- d. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- e. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

After receiving notification of an alleged copyright infringement, PenPal Schools will remove or disable access to such material pending further review. PenPal Schools reserves the right to remove posted materials and to terminate a copyright-infringing party's access to this Site.

NOTE: Only copyright complaints should be sent to the agent. The agent will not accept or respond to any other communications.

5. Permission Policies

Many schools require express consent from parents or guardians before students may submit work in a public forum. Teachers should investigate policies related to student submission of work in a forum such as PenPal Schools before allowing students to register. By allowing students to participate in PenPal Schools projects, teachers certify that they are adhering to any governing policies.

6. Restrictions on Use

Everything you see or read on the Site is the property of PenPal Schools or duly licensed to PenPal Schools by a third party. This property and material are protected by copyright and trademark laws, and

may not be used without written consent of PenPal Schools, except as provided in these Terms.

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7. Prohibited Conduct

Users of the Site may be subject to international, federal, state and local laws, including but not limited to laws regulating the privacy and security of personal information. As a user, you are solely responsible for complying with all applicable laws.

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

1. impersonate or claim the identity or characteristics of any person or entity, falsely claim an affiliation with any person or third party, or submit false, misleading, or inaccurate information pertaining to your identity;
2. post or transmit any fraudulent, unlawful, threatening, abusive, libelous, defamatory, scandalous, inflammatory, obscene, racist, vulgar, pornographic, hateful, profane, criminal, or offensive material of any kind, including any material that would violate any local, state, national, or international law, or give rise to any civil or criminal liability;
3. post or transmit material that victimizes, harasses, degrades, or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. post or transmit any material that violates or infringes the rights of others, including material that is an invasion of privacy or publicity rights or that infringes on any intellectual property or contractual rights;
5. violate confidentiality of restricted information or reveal any trade secret information that you have

either explicitly or implicitly agreed to keep confidential;

6. post or transmit material that encourages criminal conduct or conduct that might create civil liability for PenPal Schools;

7. infringe or violate the copyrights, trademarks, patents, trade secrets, or other intellectual property/proprietary rights of PenPal Schools or any third party;

8. post or transmit any material containing software viruses or similar disabling devices;

9. post or transmit any unsolicited advertising, material that is junk mail, encrypted, or invades a person's privacy, or encourages any conduct that would constitute a criminal offense or give rise to any civil liability or that violates any local, state, federal, national, or international law or regulation; or

10. disrupt, overwhelm, overload, attack, modify, or impair the operation of or interfere with the Site or its associated software, hardware and/or servers in any manner, or impede or interfere with the use of the Site by other persons or alter or tamper with any content or information associated with the Site.

8. Confidential Information

If you register to participate in a PenPal Schools session, you will be exposed to private and confidential information, such as students' Personal Information, thoughts, and writings ("Confidential Information"). You agree that you will not – during the course of your participation in any PenPal Schools session or at any time thereafter – use, disclose or otherwise make available to any third party any Confidential Information, except as permitted below.

You may only disclose Confidential Information in the following circumstances: 1) when required by a judicial order or decree or governmental law or regulation, but only after you have notified PenPal Schools reasonably in advance of such disclosure; or 2) the information becomes generally available publicly without restriction and without breach of confidentiality obligations owed to PenPal Schools.

Any improper collection or misuse of Confidential Information or other information accessible on the Site is a violation of the PenPal Schools' Privacy Policy and should be reported to info@penpalnews.com.

9. Submissions

Any submission that you make or send to PenPal Schools will be treated as non-confidential and non-proprietary and may be used by PenPal Schools and its affiliates without compensation, for any purpose, including without limitation, the development and/or provision of products and services. All personal data submitted to this Site will be used by PenPal Schools in accordance with our Privacy Policy.

10. Interactions with Third Parties

Your interactions with organizations or individuals found on or through the Site, including payment and

delivery of goods and services and agreement to any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations or individuals. Please make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

11. Hyperlinks

We may post hyperlinks to third-party websites ("Third Party Sites"). These hyperlinks do not indicate our endorsement or sponsorship of, or our affiliation with, Third Party Sites. PenPal Schools does not have control over, and is not responsible for, the content on Third Party Sites.

Please be mindful that when you click on a link and leave our website you will be subject to the terms of use and privacy policies of the other website that you are going to visit. We advise you to take the time to educate yourself about the privacy policy and terms of use of any website that you visit. You assume complete responsibility in your use of any external site. You should direct any concerns regarding any external link to its site administrator or webmaster.

Other sites may link to this Site only through a plain-text link. We reserve the right to require termination of any link to this Site at any time.

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13. Indemnification

By accessing the Site, you hereby agree to indemnify and hold harmless PenPal Schools and its affiliates and their respective directors, officers, employees, agents, and third party service providers, and to defend and hold each of them harmless from any and all claims and liabilities (including attorney

fees) which may arise from your submissions, from your unauthorized use of material obtained through the Site, from your breach of these Terms, or from your use of and access to the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event you will cooperate with us in asserting any available defenses.

14. Export and Trade Controls

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of this Site or any Content provided on this Site, except in full compliance with all United States, foreign, and other applicable laws and regulations.

15. Termination

PenPal Schools may terminate the Terms or terminate access to the Site and Site services at any time, for any reason, with or without notice to you. By accessing the Site, you agree that PenPal Schools is not liable to you or any third party for the termination of this Agreement or access to the Site.

16. Privacy Policy

PenPal NSchools is committed to protecting your privacy and security. Please read our Privacy Policy to learn more about the steps we have taken to do so.

17. Legal Disclaimer

The Content of this Site contains information for the convenience of Site users. While we endeavor to maintain the Content of the Site in an accurate and up to date fashion, we make no guarantee or warranty as to the accuracy of the Content. All content is subject to change.

The Content is not offered, nor should be construed as, advice, including but not limited to investment or legal advice, or as a substitute for consultation with legal counsel or investment professionals.

18. Miscellaneous

These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to the any principles of conflicts of law rules. By accessing this Site, you agree that any litigation that arises out of, or is related to, these Terms will be filed only in the state or federal courts located in New York, and you hereby consent and submit to the personal jurisdiction of such court for the purposes of litigation.

If any provision of these Terms are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining Terms, and will not affect the validity and enforceability of the remaining provisions.