

## Terms of Use Agreement

Read This Terms of Use Agreement Before Accessing [www.readyschool.org](http://www.readyschool.org) .

**Effective Date:** This Terms of Use Agreement was last updated on March 10, 2006.

This Terms of Use Agreement sets forth the standards of use of the Utah Family Partnership Network Online Service, readyschool.org (“Service.”) By using the readyschool.org website you (the “Member”) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at readyschool.org website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### 1. Description of Service

Utah Family Partnership Network is providing Member with a preschool parent information and resource website. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member’s access to the Internet, and (3) pay any fees relate with such connection.

### 2. Disclaimer of Warranties

The site is provided by Utah Family Partnership Network on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Utah Family Partnership Network makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Utah Family Partnership Network shall have no liability for any interruptions in the use of this Website. Utah Family Partnership Network disclaims all warranties with regard to the information provided,

including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

### **3. Limitation of Liability**

Utah Family Partnership Network SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR UTAH FAMILY CENTER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF UTAH FAMILY CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

### **4. Indemnification**

Member agrees to indemnify and hold Utah Family Partnership Network, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

### **5. Modifications and Interruption to Service**

Utah Family Partnership Network reserves the right to modify or discontinue the Service with or without notice to the Member. Utah Family Partnership Network shall not be liable to Member or any third party should Utah Family Partnership Network exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Utah Family Partnership Network does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or

circumstances outside of our control.

## **6. Third-Party Sites**

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

## **7. Governing Jurisdiction of the Courts**

Our website is operated and provided in the State of Utah. As such, we are subject to the laws of the State of Utah, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Utah.

## **8. Compliance with Laws**

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **9. Copyright and Trademark Information**

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2006 Utah Family Partnership Network, will all rights reserved, or is the property of Utah Family Partnership Network and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Utah Family Partnership Network is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Utah Family Partnership Network.

ReadySetSchool.org is a proprietary mark of Utah Family Partnership Network. Utah Family Partnership Network's trademarks may not be used in connection with any product or service that is not provided by Utah Family Partnership Network, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Utah Family Partnership Network.

All other trademarks displayed on Utah Family Partnership Network's website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Utah Family Partnership Network.

## **10. Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Utah Family Partnership Network designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail

Utah Family Partnership Network  
2500 South State, RM D-120

Salt Lake City UT 84115  
By Telephone: (801) 646-4608

## **11. User Submissions**

Any material, information or other communication a Member transmits or posts to this Site will be considered non-confidential and nonproprietary ("Communications") other than personal information required for registration for the Site ("Account Information"). Utah Family Partnership Network will have no obligations with respect to the Communications. Utah Family Partnership Network and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes. A Member is prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. Utah Family Partnership Network disclaims any liability for Member's violations of this prohibition.

## **13. User Chat Rooms and Discussion Boards**

Utah Family Partnership Network may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, discussion boards or other user forums, and the content of any such Communications. Utah Family Partnership Network, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Opinions and statements expressed by the chat room moderator or participants in any online discussions do not represent the opinions or policy of Utah Family Partnership Network.

## **14. Other Terms**

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by

Utah Family Partnership Network, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.