

Osceola School District Terms and Conditions of Use for Website and Privacy Policy

Thank you for visiting the Official Site of The School District of Osceola County, FL. This site adheres to the highest of internet standards, complying with the State's Public Records statutes, observing and championing internet etiquette, linking externally without endorsements, and aiming in good faith for factual information throughout.

Terms of Use

The Osceola School District provides its website for the user's convenience. By using the information, services, and products available through this website, the user agrees to be bound by all of The School District of Osceola County, Florida's terms and conditions as set forth herein.

The terms and conditions set forth herein may be updated from time to time, without notice to the user. It is the user's responsibility to review it from time to time to be aware of any such change. The user's continued use of this service will indicate agreement of any such change.

The School District of Osceola County, FL shall not be held liable for improper use of the data or materials described and/or contained herein. None of the data, materials, and/or related graphics are legal documents and are not intended to be used as such. The user hereby recognizes that the information, data, and materials are dynamic and may change over time without notice. The School District of Osceola County, FL makes no commitment to update the information, data, or materials contained herein. All those that review the site should take appropriate precautions to verify all information. Visitors must review the official version of all documents upon which they plan to rely.

Prohibited Uses

By visiting the Official Site of The School District of Osceola County, FL, users agree that they will not use the website for any unlawful activity or use it in any way that would violate the following terms and conditions. Use of this service for transmission, distribution, retrieval, or storage of any information data, or other material in violation of any applicable law or regulation is prohibited. Users also agree not to:

1. Provide false information or to impersonate someone else;
2. Distribute computer viruses, worms, or any other software intended to damage or alter a computer system; and/or
3. Violate any applicable local, state, national or international law, rule, regulation, code, or ordinance.

Violation of Terms of Use

In the event of any violation of the terms contained herein, The School District of Osceola County, FL reserves the right to suspend, terminate, either temporarily or permanently, any or all services provided. Users who violate terms contained herein may additionally incur criminal and /or civil liability. The School District of Osceola County, FL may refer violators to civil or criminal authorities for prosecution.

Disclaimer Regarding Accuracy of Information

Visitors to and users of the Official Site of The School District of Osceola County, FL are advised that information contained within the pages of the website is believed to be accurate. However, errors can occur, even with computer-generated information. The School District of Osceola County, FL makes no representation regarding the completeness, accuracy, or timeliness of such information and data, or that such information and data will be error-free. In the event that the information on The School District of Osceola County, FL's official printed documents differ from the information contained on this website, the information on district's official printed documents will control and take precedence. Visitors are encouraged to review the official version of all documents upon which they plan to rely. Any special notices related to the accuracy or the currency of specific elements of data presented in this Website will be defined on those specific pages.

Indemnity

User agrees to indemnify and hold The School District of Osceola County, FL and its School Board, subsidiaries, affiliates, telecommunication providers, service providers, officers, employees, attorneys, and agents harmless from any claim, liability, loss, expense, or demand, including attorney's fees, related to the user's violation of the terms and conditions or the use of the services and information provided at this website.

Limitation of Liability

IN NO EVENT WILL THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, ITS SUPPLIERS, ITS SERVICE PROVIDERS, OR OTHER THIRD PARTY AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO:

DIRECT, INDIRECT, INCIDENTAL PUNITIVE, AND CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SERVICE;

ANY WEBSITES LINKED TO THE SERVICE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES;

CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY;

INCLUDING WITHOUT LIMITATION THOSE DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION;

AGGREGATE LIABILITY OF THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, OR THIRD PARTY AFFILIATES.

IN NO EVENT SHALL THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM THE USE OR PERFORMANCE OF THIS WEBSITE OR FROM ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH THIS WEBSITE, EVEN IF THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THIS WEBSITE, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO STOP USING THE WEBSITE.

Jurisdictional Issues

This Privacy Policy and Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida as it is applied to contracts entered into by residents of the State of Florida including the public records law, found in Chapter 119, Florida Statutes. You also consent to the exclusive jurisdiction of the state courts in Osceola County/Orange County, Florida, and you further consent to the exercise of personal jurisdiction of the courts therein.

If any provision(s) of this Privacy Policy and Terms of Use are found to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

The School Board of Osceola County, Florida's failure to exercise or enforce any right or provision of the policy shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The School Board of Osceola County, Florida in writing.

The section titles in this Privacy Policy and Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. These terms and conditions constitute the entire agreement between you and The School Board of Osceola County, Florida with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party.

Privacy Policy

The School Board of Osceola County, Florida recognizes and appreciates the importance of responsible use of information collected on this website. Information may be saved for a designated period of time in order to comply with the State of Florida's archiving policies. It is the policy of the State of Florida that all state records are open for public inspection. This policy is embodied in the Florida Constitution, together with the right of an individual to be free from unauthorized governmental intrusion into their private life, as provided in Article 1, Section 23. In recognition of these policies, The School Board of Osceola County, Florida has established this Internet Privacy Policy. When you use The School Board of Osceola County, Florida's website, you are acknowledging that the personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the state Constitution.

Users do not have to provide personal information to visit The School Board of Osceola County, Florida's website, download publications, and use e-mail communications. Personal information will not be collected unless the user chooses to provide this information to The School Board of Osceola County, Florida.

Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity online. Instead, you will need to use a non-web option for transacting that business with The School Board of Osceola County, Florida.

Any information provided by you to The School Board of Osceola County, Florida, including, but not limited to, feedback, questions, comments, and suggestions are non-confidential; moreover, such information is a public record subject to public inspection pursuant to law. The School Board of Osceola

County, Florida has no obligation of any kind with respect to such information and is free to reproduce, use, and disclose the information to others without limitation. Additionally, The School Board of Osceola County, Florida is free to use any ideas, concepts, etc. contained in such information for any purpose whatsoever.

Children

Regulations enacted in April 2000 under the U.S. Children's Online Privacy Protection Act give children under 13 years of age greater privacy protection online. Children's privacy is of primary concern to The School Board of Osceola County, Florida, and these policies and practices reflect applicable laws and regulations on children's privacy. Save for student records, The School Board of Osceola County, Florida does not knowingly collect personal information from children under 13 years of age.

Links to Other Sites

Information, data or material accessible via The School Board of Osceola County, Florida's World Wide Web pages may contain hyperlinks to information, data or material held on networked information services beyond The School Board of Osceola County, Florida's web pages. The School Board of Osceola County, Florida makes no warranty, or guarantee of promise, express or implied, that the data, or material accessible via the hyperlinks contained on The School Board of Osceola County, Florida's web pages is accurate, complete, up to date, or fit for any use whatsoever, nor represents or implies that its use will not infringe privately held rights. As such, The School Board of Osceola County, Florida is not responsible for the content of any off-site material referenced from hypertext documents via The School Board of Osceola County, Florida's web pages. Use of information from those websites is voluntary. References at those websites to any specific commercial product, process, or service by trade name, trademark, or otherwise, does not constitute or imply endorsement, recommendation, affiliation, or favoring by the Official Site of The School Board of Osceola County, Florida. When you link to another site you are subject to the privacy policy of the new site.

As required by Section 668.6076, Florida Statutes, you are hereby notified that:

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Community Relations Department
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