## Website Terms of Use

# Connecticut Association of Schools / Connecticut Interscholastic Athletic Conference Last updated: September 23, 2024

## Scope

These Terms of Use ("Terms of Use") govern your use of the public-facing websites owned and operated by The Connecticut Association of Schools, Inc. ("CAS", "us," "our", or "we") hosted under the domain(s): <a href="https://www.casciac.org/">https://www.casciac.org/</a>, <a href="https://www.casciac.org/">http://cas.casciac.org/</a>, and <a href="https://ciac.fpsports.org/">https://ciac.fpsports.org/</a> the ("Websites"), except as noted herein. The Terms of Use describe the terms and conditions for use of the Websites and information about your responsibilities when using our Websites and other services (collectively, the "Services"). Your access and use of the Websites or the Services constitutes and signals your agreement to be bound by these Terms of Use and any applicable law. These Terms of Use apply only to the use of the Websites and/or Services, and do not change or alter any other agreement or contract between you and CAS unless they are explicitly referenced within such agreement or contract. If you access or use the Websites, you also accept and agree to be bound by our <a href="https://cas.casciac.org/">Privacy</a> Policy, which is hereby incorporated by reference within these Terms of Use.

## You May Not Use the Websites for Certain Purposes

CAS grants you a limited license to access and use the content on the Websites solely for your informational, noncommercial use. You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites in any manner that could disable, overburden, damage, or impair the Websites or interfere with any other person's use of the Websites.

In addition, you agree to <u>not</u> do the following while using, or in any connection with the use of, the Websites or any Services:

- Upload or otherwise transmit or disseminate any message, material, image, data, software, or other content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene or otherwise objectionable, or that may invade another's right of privacy or publicity;
- Create a false identity for the purpose to mislead or impersonate any person or entity, including but not limited to any CAS representative or agent, or otherwise falsely state or imply your affiliation with such person or entity;
- Sell, lease, distribute, license, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, reproduce or otherwise exploit the Websites or Content;
- Decompile, disassemble, or reverse engineer the Credit Model Platform, or any portion of the site, in whole or in part;
- Upload, transmit or otherwise disseminate files that contain malware, including viruses, Trojan horses, ransomware, worms, time bombs, cancel-bots, corrupted files, or any other software or programs that may damage the operation of another's computer, information system, data, or property;
- Upload, transmit or otherwise disseminate any material you are not authorized to upload, transmit or otherwise disseminate, including infringement of any intellectual property right, or deletion of any author attributions, legal notices, or proprietary designations;
- Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "multilevel marketing," "pyramid schemes" or any other form of solicitation, commercial or otherwise:

- Upload, post, transmit, display or promote material of any kind in connection with gambling;
- Manipulate or otherwise display the Websites by using framing, mirroring or similar navigational technology;
- Remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Content or Websites;
- Cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Websites;
- Systematically retrieve, index, scrape, harvest, data mine or otherwise gather or store any Content or other data from the Websites; or
- Use the Websites in violation of any federal, state, or local law, regulation, or rule.

You hereby acknowledge and agree that violation, or anticipatory violation, of these Terms of Use may not have an adequate remedy at law, and may be subject to equitable relief, including injunction.

The text, images, information and other material contained on the Websites and within Services ("Content") are proprietary to us and/or our partners and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property and proprietary rights laws. You agree not to modify, copy, distribute, sell, or re-sell any Content or other information obtained from or through the Websites or Services. No right, title or interest in or to the Websites, Services, or any Content is transferred to you, and all rights not expressly granted are reserved by CAS.

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CAS reserves the right, at its sole discretion, to restrict or terminate your access to the Websites, the Services, or portion thereof, without notice. Further, we reserve the right to take whatever lawful action we may deem appropriate in response to any actual or suspected use of the Websites or Services in violation of these Terms of Use, and/or applicable law. Such actions may include the suspension or termination of the user's access and/or to seek injunctive relief. CAS reserves the right to seek all remedies available at law and in equity for violation or anticipatory violation of these Terms of Use.

### **Third-Party Services**

Certain commercial services may be offered by third-parties through the Websites. CAS is not and will not be responsible for: (i) the terms and conditions of any transaction between you and any such third party; (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing; (iii) the quality of services performed by any such third party, or (iv) any other legal liability arising out of or related to the performance of such services. Because we are not involved in the actual transaction between you and any such third party, in the event you have a dispute with any such third party, you release CAS and its affiliates, agents, and employees from any and all claims arising out of or in any way connected with such disputes.

#### Links to Other Websites and Social Media

CAS is not responsible for the practices or policies of the websites or social media platforms linked to or from the Websites or Services. If you elect to use a link that accesses another

party's website or a social media platform, you will be subject to that website's or platform's practices and policies. When a website or social media platform is linked to or from the Websites, it does not imply, suggest, or express any endorsement or recommendation of such website, third party, or any products or services provided in connection with such website. Any links to external websites are for your convenience only. No person or organization may link the Websites, or any portion, from their own website without the express written consent of CAS. All inquiries to have our Websites linked may be directed to: <a href="mailto:jmirabelle@casciac.org">jmirabelle@casciac.org</a> and <a href="mailto:support@fpsports.org">support@fpsports.org</a>.

#### **Passwords**

In order to access certain information on our Websites and to protect personal information from being accessed by others, you may be asked to create a password-protected account. You are responsible for maintaining the confidentiality of your username and password. CAS shall not be liable for any loss that you may incur as a result of someone else using your username and password. You must not share your password.

## Security

We employ reasonable administrative, technical, and physical safeguards designed to protect personal information. We only allow information to be submitted for transmission if your browser is compatible with our security software. If your browser is not compatible, you will receive a message indicating your transaction cannot be completed because of a security risk.

Please note that email messages ARE NOT SECURE. Our security software does not encrypt email messages. Unencrypted email messages traveling through the Internet are potentially subject to viewing, alteration and copying by others.

If you believe that the security of any account you might have with us has been compromised, please email <a href="mailto:jmirabelle@casciac.org">jmirabelle@casciac.org</a> and <a href="mailto:support@fpsports.org">support@fpsports.org</a>.

## No Professional Advice or Representation of Eligibility

The content on the Websites is intended for general information purposes only as a convenience to you and is not intended as or constitute advice upon which you may rely for technical, legal, professional, financial, or other decisions. The information and descriptions contained on the Websites are not intended to be complete descriptions of the terms, exclusions, and/or conditions applicable to any product or service offered by CAS.

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#### Indemnification

You agree to indemnify, defend and hold harmless CAS, as well as its officers, directors, employees, attorneys, contractors, agents, licensors, service providers, subcontractors, and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising (directly or indirectly) from your use of the Websites or any violation of these Terms of Use. If you cause a technical disruption of the Websites or the systems transmitting the site to you or others, you agree to be responsible for and indemnify any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising (directly or indirectly) from that disruption. CAS reserves the right to assume exclusive defense and control of any defense or matter otherwise subject to indemnification or defense of CAS. In such case, you agree to cooperate with CAS fully.

# **Legal Provisions**

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be invalid, all other terms and conditions shall remain in full force and effect. The section headings are for convenience only and do not have any force or effect. These Terms of Use and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of law principles.

Any controversy or claim arising out of or in connection with these Terms of Use or access or use of the Websites shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted exclusively in the State of Connecticut, and judgment on the arbitration award may be entered in any court having jurisdiction. In connection with any arbitration or litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

These Terms of Use, the <u>Privacy Policy</u>, and any other policies that CAS may post on the Websites constitute the entire agreement between CAS and you in connection with your use of the Websites, the Services, and any content herein. This agreement supersedes any prior agreements between CAS and you regarding use of the Websites, Services, and Content herein, including prior versions of these Terms of Use.

# **Updates to these Terms of Use**

From time to time, we may modify or update these Terms of Use at our sole discretion. Any such modification shall be effective immediately upon posting and without notice. We encourage you to review these Terms of Use frequently for such changes. These Terms of

Use were last updated on the date listed above.

# **How to Contact Us**

If you have questions about these Terms of Use, you can contact us by email at <a href="mailto:jmirabelle@casciac.org">jmirabelle@casciac.org</a> and <a href="mailto:support@fpsports.org">support@fpsports.org</a>.