

WESTPORT PUBLIC SCHOOLS (“WPS”) WEB POLICIES

Last Updated: December 12, 2008

PLEASE READ THE TERMS OF THE POLICIES BELOW CAREFULLY BEFORE USING THE WPS WEBSITES.

The policies below describe the Westport Public Schools’ (“WPS”, “us,” “our”, or “we”) agreement with you when you visit any of our websites (“you”) hosted under the domains westport.k12.ct.us, westportpublicschools.com, stapleshigh.net, inklingsnews.com, junker.org, staplesplayers.com, or any other domains administered by the Westport Public Schools (the “WPS Websites”). By using the WPS Websites, you signify your agreement to these policies. If you do not agree to these policies, you may not use the WPS Websites.

I. Privacy Policy:

This Privacy Policy describes how we will handle certain information on the publicly available portion of our websites (The WPS Websites) and, in certain instances, on the secured portion of the websites. This Privacy Policy does not address personal information obtained under password protected portions of our websites or other resources such as meetings or from personal contact. By accessing the WPS Websites and/or providing information to us on the WPS Websites, you consent to the collection, use and disclosure of certain information in accordance with this Privacy Policy.

Information Collected on Our Websites: If you merely download material or browse through the WPS Websites, our servers automatically collect certain information from you which may include: (a) the name of the domain and host from which you access the Internet; (b) the browser software you use and your operating system; and (c) the Internet address of the website from which you linked to our websites. The information we automatically collect may be used to improve our websites to make it as useful as possible for our visitors; however, such information will not be tied to the personal information you choose to provide to us.

NOTICE TO CHILDREN UNDER THE AGE OF 13 AND THEIR PARENTS OR LEGAL GUARDIANS: IF YOU ARE UNDER THE AGE OF 13, YOU MAY ONLY USE THE PUBLIC WEBSITES FOR BROWSING PURPOSES AND ARE STRICTLY HEREBY PROHIBITED FROM SUBMITTING PERSONAL INFORMATION ON THE PUBLIC WEBSITES EXCEPT THROUGH YOUR PARENTS OR LEGAL GUARDIAN.

WPS DOES NOT KNOWINGLY COLLECT PERSONAL INFORMATION FROM CHILDREN UNDER THE AGE OF 13 AND CHILDREN UNDER THE AGE OF 13 ARE SPECIFICALLY PROHIBITED FROM SUBMITTING ANY PERSONAL INFORMATION. IF YOU ARE UNDER THE AGE OF 13, DO NOT SEND WPS ANY PERSONAL INFORMATION INCLUDING WITHOUT LIMITATION YOUR EMAIL ADDRESS, NAME AND/OR CONTACT INFORMATION. IF YOU WOULD LIKE TO CONTACT WPS PLEASE DO SO THROUGH YOUR PARENTS OR LEGAL GUARDIANS.

If you are not so prohibited (are over the age of 13) and voluntarily submit personal information, we may collect such personal information. For example, if you choose to fill out one of the forms on our Public Websites to register to receive information or to attend a meeting, we retain the information submitted to enroll you or to provide you with the requested information. After we have taken the appropriate action in response to your submittal, we may retain the information you submit for our records.

Disclosure of Personal Information to Third Parties: We restrict access to non-public personal information submitted by you to those employees who need to know the information to provide certain services to you. WPS does not sell or rent the personal information you choose to provide to us to any third party. Also, we will not disclose the personal information you provide to us to any third party without your consent, except (a) as required by law; (b) to independent contractor(s) who may host, maintain or service the WPS Websites, and (c) to service providers where the disclosure will enable that party to perform business, professional or technical support for us.

Receiving Promotional Materials: We may send you information or materials such as newsletters or notices of

meetings or classes by e-mail or postal mail to the addresses you voluntarily submit to us.

Cookies: A cookie is a small text file that a website can place on your computer's hard drive for record-keeping or other administrative purposes. We may use cookies to help to personalize your experience. You have the ability to accept or decline cookies. Although most web browsers accept cookies automatically, usually you can modify your browser setting to decline cookies. If you decide to decline cookies, you may not be able to fully use the features of our websites. Cookies may also be used at certain sites accessible through links on our websites.

Links to Other Websites: WPS is not responsible for the practices or policies of the websites linked to or from our websites. If you elect to use a link that accesses another party's website, you will be subject to that website's practices and policies.

II. Terms Of Use Policy:

Accuracy of Information:

The information contained on our websites has been obtained from sources believed to be reliable. While we strive for accurate and up-to-date information on the WPS Websites and while the site is regularly maintained, we cannot warrant the absolute accuracy of information at a specific point in time. All information is provided "as is" without any representation of any kind, including as to its ultimate fitness or suitability for any particular purpose or as to the accuracy, completeness or adequacy of such information. If any information you are using requires an absolute assurance for any reason as to its accuracy, please consult directly with appropriate persons and/or examine primary source materials.

Liability:

Under no circumstances will WPS be liable for any direct, incidental, consequential, indirect, special or punitive damages whatsoever (including without limitation, costs and expenses of any type incurred, lost profits, lost data or programs, and business interruption) arising out of your access to, use of, inability to use, or the results of use of the WPS Websites or any web sites linked to the websites or any claim attributable to errors, omissions or other inaccuracies in our websites or interpretations thereof.

Indemnification:

You agree to indemnify, defend and hold harmless WPS, its affiliates and their respective officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of the use of the WPS Websites.

Claim of Copyright Infringement: WPS has adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to the WPS's Designated Agent.

Notification must be submitted to the following:

Superintendent of Schools
10 Myrtle Ave.
Westport, CT 06880
P: 203-341-1025
F: 203-341-1029
elandon@westport.k12.ct.us

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing 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;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WPS may give you notice that WPS has removed or disabled access to certain material by means of a general notice on its websites, electronic mail to a user's e-mail address in WPS's records, or by written communication sent by first-class mail to your physical address in WPS's records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of the federal District Court in the State of Connecticut and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

III. General Terms:

Legal Provisions: If any provision of these policies are determined by a court of competent jurisdiction to be invalid, all other terms and conditions shall remain in full force and effect. These policies 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. You consent to the jurisdiction of the courts of the state of Connecticut.

How to Contact Us: If you have questions about either these policies, or how we use the personal information you submit; or if you wish that we modify or delete your personal information that we have collected, you can contact us at webmaster@westport.k12.ct.us or by phone at 203-341-1302 and ask for our website coordinator.

Updates to these Policies: From time to time, we may modify or update these policies at our sole discretion. We encourage you to review these policies frequently for such changes.