WESTMINSTER SCHOOL WEBSITE PRIVACY POLICY AND TERMS OF USE

I. Introduction:

The policies below describe Westminster School’s (“Westminster”, or “we”, “us” or “our”) agreement with you when you visit any of our public-facing websites available at https://www.westminster-school.org/ (the “Websites”):

By using the Websites, you signify your agreement to these policies. If you do not agree to these policies, you may not use the Websites. Please note that this Website Privacy Policy and Terms of Use does not apply to use of any of our offerings or services other than the Websites, including but not limited to any other software or service you may access at or through Westminster (such as access to and use of our online portal). Your use of any other of our offerings or services will be subject to an additional terms of use and privacy policy, as applicable.

II. Privacy Policy:

We respect your privacy and created this Privacy Policy to let you know what information we collect when you access and/or use our Websites and how we may use or disclose it.

What information do we collect?
We collect information in the following ways:

- **Information you provide:** You may voluntarily enter or otherwise provide information to us on the Websites, such as through email, an online inquiry, online donation, or any other method by which you voluntarily provide information to us through the Websites.
- **Information we gather:** As you browse through the Websites, our servers automatically collect certain information about 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; (c) the Internet address of the website from which you linked to the Websites; (d) the Internet address of the device you used to access the Websites and the location from which such access occurred; and (e) the time(s) when you accessed the Websites.

How may we use or disclose the information we collect?
We may use or disclose the information we collect to fulfill the purpose for which you provided it or we collected it, such as to:

- provide you with information that you request from us or perform a function you request (e.g. a donation to us);
- improve, market or promote our offerings and services;
- compile, synthesize, generate and analyze anonymous usage and other aggregated information to monitor website performance and make improvements to site navigation and content;
- protect the security and integrity of our information technology systems; and
- make recommendations to you about available opportunities and offerings.

We may also use or disclose the information we collect for any other purpose we describe when we collect your information or to which you consent.

With whom will this information be shared?
Westminster does not sell or rent your personal information. We may, however, share your personal information with certain service providers that support our organizational activities, and our agreements with those service providers require them to keep your information secure.

How is this information secured?
Westminster maintains appropriate technical and organizational security measures to safeguard the information you provide or that the Websites collect.

Cookies:
A cookie is a file that a website can place on your computer's hard drive for record-keeping or other administrative
purposes. We may use cookies with your consent to help personalize your experience.

Your California privacy rights:
If you are a California resident, you may request that we provide you with certain information about the entities with which we have shared our Website visitors personal information for direct marketing purposes during the preceding calendar year. To do so, please contact us as directed below.

NOTICE TO CHILDREN UNDER THE AGE OF 13 AND THEIR PARENTS OR LEGAL GUARDIANS:
WESTMINSTER 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 ON THE WEBSITES. IF YOU ARE UNDER THE AGE OF 13, DO NOT SEND TO WESTMINSTER ANY PERSONAL INFORMATION INCLUDING WITHOUT LIMITATION YOUR EMAIL ADDRESS, NAME AND/OR CONTACT INFORMATION.

III. Terms of Use:

You may not use the Websites for certain purposes:
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.

The text, images, information and other material contained on the Websites (“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, or re-sell any Content or other information obtained from or through the Websites, nor decompile, reverse engineer, disassemble, or unlawfully use or reproduce any of the Content or software contained on the Websites. No right, title or interest in or to the Websites or any Content is transferred to you, and all rights not expressly granted are reserved by Westminster.

Notification of Claims of Infringement
If you are a copyright owner or an agent thereof and believe that any user submitted information or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
(ii) 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;
(iii) 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 the Copyright Agent to locate the material;
(iv) Information reasonably sufficient to permit the Copyright Agent to contact you, such as an address, telephone number, and, if available, an electronic mail address;
(v) A statement that you have 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
(vi) 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 an exclusive right that is allegedly infringed.

Westminster’s designated Copyright Agent to receive notifications of claimed infringement is:

Copyright Agent:
email: copyright@westminster-school.org
facsimile: 860-408-3001

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.
Limitations of Liability:
You understand and agree that neither Westminster nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Websites or the information resources contained or accessible through the Websites. The access to and use of the Websites and the Content is solely at your own risk. WESTMINSTER ASSUMES NO LIABILITY FOR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF DATA OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE WEBSITE. You acknowledge and agree that the limitations set forth above are fundamental elements of these Terms of Use and the Websites would not be provided to you absent such limitations.

Disclaimer of warranty:
The Websites and the Content are provided on an “as is” basis. WESTMINSTER, ITS LICENSORS, AND ITS PARTNERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IV. General Terms:

Legal Provisions: If any provision of these policies is 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.

External Links: Westminster is not responsible for the practices or policies of the websites or social media platforms linked to or from the Websites. If you elect to use a link that accesses another party’s website or platform, you will be subject to that website’s or platform’s practices and policies.

How to Contact Us: If you have questions about these policies or our Websites, you can contact us by email at privacy@westminster-school.org

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. These polices were last updated March 29, 2019.