



# **St. Simon Catholic Parish and School**

## **Website Policies:**

Privacy Statement

Terms of Use

April 2010

# Privacy Statement

Effective April 2010

## Overview

**What Is Covered in this Privacy Statement?** This Privacy Statement contains information on how St. Simon Catholic Parish and School ("we") process certain categories of data relating to individual persons.

If you are a visitor to the portions of our website that can be accessed without a password (our "Public Website"), please see the section "Public Website Privacy" below for a comprehensive description of our practices with respect to data about you. We refer to you as a "Public Website Visitor" in this Privacy Statement.

**What Is Not Covered in this Privacy Statement?** We cover only our practices described in the preceding paragraph. Without limitation, this Privacy Statement does not cover data that we collect offline.

**How Can You Contact Us?** If you have questions or concerns regarding this Privacy Statement, please feel free to contact us at:

Webmaster  
St. Simon Catholic Parish and School  
1860 Grant Road  
Los Altos, California 94024  
webmaster@stsimon.org

## Public Website Privacy

**What Is Covered by This Section?** The paragraphs in this section describe how we use and disseminate information collected about Public Website Visitors through our Public Website, which includes the portions of our website that are publicly available without a password. It does not cover any other data processing activities.

**Your Use of the Public Website Implies Consent.** Your use of the Public Website signifies your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy Statement, your remedies are to discontinue your use of the Public Website.

Our Public Website does not intend to collect, maintain, store, use, or disclose personal information about children under the age of 13. In the event that we decide to collect personal information for limited purposes, such as participating in a contest, we will not do so without first providing parental notification, obtaining verifiable parental consent, and implementing the other requirements of the Children's Online Privacy Protection Act ("COPPA") - see [www.coppa.org](http://www.coppa.org) and <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>).

**If You Don't Volunteer Any Personal Data, We Won't Collect Any Through the Public Website.** We use cookies and various traffic tracking technologies to monitor the

use of our Public Website. We collect such data related to IP addresses but do not link it to any personally identifiable information (such as names and email addresses) that you may voluntarily submit to us through other means.

**Agents and Service Providers.** We may engage data processing agents and service providers that assist us in the processing of personally identifiable information that Public Website Visitors may volunteer through the Public Website, as well as electronic messages and traffic data that is linked to IP addresses. Such third parties process data only on our behalf and are contractually obligated to refrain from using such data for their own purposes. Each time visitors visit our Public Website after they have submitted a Web Form to us or clicked on a particular link in a marketing email from us, we maintain a record of certain information about their visit including the pages viewed on our Public Website, the time of the visit, the order of pages accessed and the amount of time such visitors spend at each page. We use this information to better tailor our services to our visitors.

**Use of Cookies.** A cookie is a small text file containing information that a web browser transfers to your computer's hard disk for record-keeping purposes. On the Public Website, we may use cookies to analyze our site traffic or to ensure that our site functions as we desire. We link cookies only to IP addresses and not any personally identifiable information about Public Website Visitors (such as names or email addresses). For example, we currently use Google Analytics to analyze traffic to the Public Website. Other than as mentioned above, the software used by us does not have a database of individual profiles for each visitor connected to personally identifiable information. This third party software uses cookies to track non-personally identifiable information, and links cookies only to IP addresses and aggregate data about the traffic to the Public Website. Most web browsers automatically accept cookies. Please consult your browser's online help if you want information on restricting or disabling the browser's handling of cookies. If you disable cookies, you can still view the Public Website, but some features may not be available.

**Volunteered Information Collected on the Public Website.** Public Website Visitors may contact us in a variety of ways. Contact information, such as name, address, email addresses and/or phone number, is typically provided when using these methods. This information is used to provide the services that are requested by the Public Website Visitor (e.g. to respond to your request for further information about us or to send information to you if you request it, etc.).

Public Website Visitors may be able to submit a request to receive various information from us or from third parties. Each of these requests may produce an automated email response to the email address provided. If thereafter you prefer us not to provide information to you, you may let us know by following the instructions described in this policy.

We may also allow Public Website Visitors to contact us by email with questions, comments or requests. The information collected from these emails is used to reply to such questions, comments, or requests. Sometimes we retain these messages, so that we can improve the Public Website in the future.

**Disclosure to Third Parties.** In the course of our normal activities, we do not share personally identifiable data about Public Website Visitors with any independent third

parties. In particular, we are not in the business of selling, renting or loaning personally identifiable information to independent third parties.

Nevertheless, we may have to disclose information to third parties when required by law or under the good-faith belief that such disclosure is necessary in order to conform to applicable law, comply with legal process served on us, or to protect our property or interests, our agents or employees, or the personal safety of others, or the public. Under such circumstances, we may be prohibited by law, court order or other legal process from providing notice of the disclosure, and we reserve the right to not provide such notice in our sole discretion.

**Links to Other Sites.** The Public Website may contain links to other sites. We are not responsible for the privacy practices of any sites other than its own. This section on "Public Website Privacy" applies only to information collected by us on the Public Website.

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# Terms of Use

April, 2010

## St. Simon Catholic Parish and School Website - Terms of Use and Legal Restrictions

**ATTENTION: PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS WEBSITE ("SITE"). USING THIS SITE INDICATES THAT YOU HAVE READ AND ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS SITE. THESE TERMS GOVERN YOUR USE OF THE SITE AND ANY CONTENT THAT ST. SIMON CATHOLIC PARISH AND SCHOOL MAY MAKE AVAILABLE THROUGH THE SITE (COLLECTIVELY, "MATERIALS").**

### Use of St. Simon Catholic Parish and School Website

Except as set forth below, St. Simon Catholic Parish and School authorizes you to use the St. Simon Catholic Parish and School Website only for your own personal, non-commercial purposes. Use of the St. Simon Catholic Parish and School Website for any public or commercial purpose (including, without limitation, on another site or through a networked computer environment) is strictly prohibited. If you make copies of any of the Materials, you must retain on any such copies all copyright contained in the original Materials. You may not modify, publicly display or distribute the Materials. As between you and St. Simon Catholic Parish and School, St. Simon Catholic Parish and School owns the St. Simon Catholic Parish and School Website. The St. Simon Catholic Parish and School Website is protected under United States and international copyright laws. Any unauthorized use of the St. Simon Catholic Parish and School Website may violate copyright, trademark, and other laws.

### Access

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the St. Simon Catholic Parish and School Website and for paying all charges related thereto. When you use the St. Simon Catholic Parish and School Website, or when you contact St. Simon Catholic Parish and School through the St. Simon Catholic Parish and School Website, St. Simon Catholic Parish and School may collect certain personal information about you. St. Simon Catholic Parish and School's use of such information is governed by the provisions of the St. Simon Catholic Parish and School Online Privacy Statement for the Site. You agree to provide true, accurate, current, and complete information (and, for as long as you continue to use your St. Simon Catholic Parish and School Website account, to update such information to keep it true, accurate, current, and complete).

In the event that St. Simon Catholic Parish and School provides to you a password to access any portion of the St. Simon Catholic Parish and School Website, you agree that

1. You are responsible for maintaining the confidentiality of any St. Simon Catholic Parish and School Website password and you are solely responsible for all activities that occur under your password.

2. You agree to notify St. Simon Catholic Parish and School immediately of any unauthorized use of your password or any other breach of security related to the St. Simon Catholic Parish and School Website.
3. St. Simon Catholic Parish and School reserves the right to require you to change your password if St. Simon Catholic Parish and School believes that your password no longer is secure.

## **Prohibited Uses**

You agree not to use the St. Simon Catholic Parish and School Website: (a) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"); (b) to stalk, harass, or harm another individual; (c) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (d) to interfere with or disrupt the St. Simon Catholic Parish and School Website or servers or networks connected to the St. Simon Catholic Parish and School Website. You further agree not to use any data mining, robots, or similar data gathering or extraction methods in connection with the St. Simon Catholic Parish and School Website; or attempt to gain unauthorized access to any portion of the St. Simon Catholic Parish and School Website or any other accounts, computer systems, or networks connected to the St. Simon Catholic Parish and School Website, whether through hacking, password mining, or any other means.

## **Termination**

Except as set forth below, St. Simon Catholic Parish and School may terminate, suspend, or modify your access to, all or part of the St. Simon Catholic Parish and School Website, without notice, at any time and for any reason. You may discontinue your participation in and access to the St. Simon Catholic Parish and School Website at any time. If you breach any of these Terms, your authorization to use the St. Simon Catholic Parish and School Website automatically terminates and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

## **Disclaimers**

THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE IS WITH YOU. SHOULD THE MATERIALS PROVE DEFECTIVE, YOU, AND NOT ST. SIMON CATHOLIC PARISH AND SCHOOL, ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIR. ST. SIMON CATHOLIC PARISH AND SCHOOL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ST. SIMON CATHOLIC PARISH AND SCHOOL MAKES NO WARRANTY THAT THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN

THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE WILL BE CORRECTED. ST. SIMON CATHOLIC PARISH AND SCHOOL MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE. NO INFORMATION OBTAINED BY YOU THROUGH THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE, SHALL CREATE ANY WARRANTY. ST. SIMON CATHOLIC PARISH AND SCHOOL DISCLAIMS ALL EQUITABLE INDEMNITIES.

### **Limitation of Liability**

IN NO EVENT WILL ST. SIMON CATHOLIC PARISH AND SCHOOL BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF ONE HUNDRED UNITED STATES (US\$100.00) DOLLARS (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE ST. SIMON CATHOLIC PARISH AND SCHOOL WEBSITE), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ANY ST. SIMON CATHOLIC PARISH AND SCHOOL PARTY HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

### **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that St. Simon Catholic Parish and School may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of St. Simon Catholic Parish and School's liability shall be the minimum permitted under such applicable law.

### **Other Agreements**

St. Simon Catholic Parish and School may provide access to St. Simon Catholic Parish and School Website under the terms of a separate agreement between you and St. Simon Catholic Parish and School (each, an "Other Agreement"). St. Simon Catholic Parish and School's obligations with respect to any access that it makes available to you under any Other Agreement shall be governed solely by the Other Agreement under which such access is provided and these Terms shall not be deemed or construed to alter the terms of such Other Agreements.

### **Modifications to St. Simon Catholic Parish and School Website**

St. Simon Catholic Parish and School reserves the right to modify, suspend, or discontinue the St. Simon Catholic Parish and School Website at any time without notice to you. For example, St. Simon Catholic Parish and School may make changes to the Materials, at any

time without notice. The Materials may be out of date and St. Simon Catholic Parish and School makes no commitment to update the Materials whatsoever.

## **Links to Third-Party Website**

Links on the St. Simon Catholic Parish and School Website to third-party websites are provided solely as a convenience to you. If you use these links, you will leave the St. Simon Catholic Parish and School Website. St. Simon Catholic Parish and School is not obligated to review, does not control, and is not responsible for any such third-party website or its content. Thus, St. Simon Catholic Parish and School does not endorse or make any representations about such third-party website, any information, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the St. Simon Catholic Parish and School Website, you do this entirely at your own risk.

## **Linking to This Site**

You may create links to this Site from other websites, but only in accordance with the following terms and in compliance with all applicable laws.

Absent St. Simon Catholic Parish and School's written authorization otherwise, a website that links to this Site:

1. may link to, but shall not replicate, any Materials (including any St. Simon Catholic Parish and School logo, images or artwork);
2. shall not create a browser or border environment around any Materials;
3. shall not imply that St. Simon Catholic Parish and School endorses such website or any products, services, or content available through such website;
4. shall not misrepresent its relationship with St. Simon Catholic Parish and School;
5. shall not present false or misleading information about St. Simon Catholic Parish and School, its employees, its students, or members of its families;
6. shall not contain content that could be construed as distasteful, offensive, or controversial; and
7. shall contain only content that is appropriate for all age groups.

## **Trademarks**

St. Simon Catholic Parish and School and any other slogan or logo contained in the St. Simon Catholic Parish and School Website are trademarks of St. Simon Catholic Parish and School and may not be copied, imitated, or used, in whole or in part, without the prior written permission of St. Simon Catholic Parish and School. Ownership of all such trademarks and the goodwill associated therewith remains with St. Simon Catholic Parish and School. You may not use any metatags or any other "hidden text" utilizing any name, slogan or logo of St. Simon Catholic Parish and School without St. Simon Catholic Parish and School's prior written permission. In addition, the look and feel of the Site (including all page headers, custom graphics, buttons, icons, and scripts) is the service mark, trademark, and/or trade dress of St. Simon Catholic Parish and School and may not be copied, imitated, or used (in whole or in part) without St. Simon Catholic Parish and School's prior written permission. Reference to any services, or other information, by trade name, trademark, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by St. Simon Catholic Parish and School.

## **Procedure for Making Claims**

St. Simon Catholic Parish and School respects the rights of others. Accordingly, St. Simon Catholic Parish and School has a policy of removing User Submissions that violate any law, suspending access to the St. Simon Catholic Parish and School Website (or any portion thereof) to any user who uses the St. Simon Catholic Parish and School Website in violation of any law and/or terminating the access of any user who uses the St. Simon Catholic Parish and School Website in violation of any law.

You may contact St. Simon Catholic Parish and School by written notice to the following:

Webmaster  
St. Simon Catholic Parish and School  
1860 Grant Road  
Los Altos, California 94024  
webmaster@stsimon.org

Your written notice must:

- contain your physical or electronic signature;
- contain adequate information by which St. Simon Catholic Parish and School can contact you (including postal address, telephone number, and e-mail address);
- contain a statement that clearly sets forth and describes your claim;
- contain a statement that the information in the written notice is accurate.

## **Indemnification**

You agree to indemnify, defend, and hold harmless St. Simon Catholic Parish and School from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. St. Simon Catholic Parish and School reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with St. Simon Catholic Parish and School's defense of such claim.

## **Electronic Communications**

When you visit the Site or send e-mails to St. Simon Catholic Parish and School, you are communicating with St. Simon Catholic Parish and School electronically. We may respond to you by e-mail or by posting notices on the Site. You agree that all such notices, disclosures, and other communications that St. Simon Catholic Parish and School provides to you electronically satisfy any legal requirement that such communications be in writing.

## **General**

These Terms and the relationship between you and St. Simon Catholic Parish and School shall be governed by the laws of the State of California as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. The failure of St. Simon Catholic Parish and School to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent

jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of St. Simon Catholic Parish and School and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the St. Simon Catholic Parish and School Website. These Terms will be interpreted without application of any strict construction in favor of or against you or St. Simon Catholic Parish and School. These Terms, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by St. Simon Catholic Parish and School without restriction.

### **Modifications to these Terms**

St. Simon Catholic Parish and School may, in its sole and absolute discretion, change these Terms from time to time. St. Simon Catholic Parish and School will post notice of such changes. If you object to any such changes, your sole recourse shall be to cease using the St. Simon Catholic Parish and School Website. Continued use of the St. Simon Catholic Parish and School Website following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

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