

TERMS OF SERVICE
for
The website of Providence Preparatory School

INTRODUCTION

Please read these Terms of Service (“Terms”) carefully before using the www.providenceprepschool.com website (the “Service”) operated by Providence Preparatory School, LLC (“PPS”). Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access the Service.

ACCOUNTS: When you create an account with PPS, you guarantee that you are above the age of 18, and that the information you provide PPS is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on PPS’ Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify PPS immediately upon becoming aware of any breach of security or unauthorized use of your account.

LINKS TO OTHER WEBSITES: PPS’ Service may contain links to third party websites or services that are not owned or controlled by PPS. PPS has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. PPS do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that PPS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services. PPS strongly advises you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

TERMINATION: PPS may terminate or suspend your account and bar access to PPS’ Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using PPS’ Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION: You agree to defend, indemnify and hold PPS and its licensee and licensors, and their employees, contractors, agents, owners, officers and directors, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of [a] your use and access of the Service, by you or any person using your account and password, or [b] a breach of these Terms.

LIMITATION OF LIABILITY: In no event shall PPS, nor its directors, employees, partners, owners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from [a] your access to or use of or inability to access or use the Service; [b] any conduct or content of any third party on the Service; [c] any content obtained from the Service; and [d] unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not PPS has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER: Your use of PPS’ Service is at your sole risk. PPS’ Service is provided on an “AS IS” and “AS AVAILABLE” basis. PPS’ Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. PPS, its subsidiaries, owners, principals, affiliates, and its licensors do not warrant that [a] PPS’ Service will function uninterrupted, secure or available at any particular time or location, [b] any errors or defects will be corrected, [c] PPS’ Service is free of viruses or other harmful components, or [d] the results of using PPS’ Service will meet your requirements.

EXCLUSIONS: Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GOVERNING LAW: These Terms shall be governed and construed in accordance with the laws of the state of North Carolina, United States, without regard to its conflict of law provisions. PPS' failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms and, as applicable, the most current versions of PPS' Enrollment Agreement, Parent Handbook, Employee Policies and Procedure, and Teacher Manual, constitute the entire agreement between you and PPS regarding PPS' Service, and supersede and replace any prior agreements PPS might have had between you and PPS regarding the Service.

CHANGES AND CONFLICTS: PPS reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material PPS will provide at least a 15-day notice prior to any new terms taking effect. What constitutes a material change will be determined in PPS' sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

CONTACT US: If you have any questions about these Terms, please contact Andrew Weathersbee either by email at SandyW@ProvidencePrepSchool.com, or by phone at 704-335-3800.

EFFECTIVE DATE: January 3, 2019

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