

## Website Terms and Conditions of Use

Effective April 2020

This website is provided by Lake Erie Council, BSA. By accessing this website (the "Site"), you are indicating your acknowledgement and acceptance of these Terms of Use ("TOU"). These Terms of Use are subject to change by Lake Erie Council, BSA at any time in its discretion. This TOU constitutes a legally binding contract between the user ("you" or "your"), on the one hand, and Lake Erie Council, BSA, its suppliers and providers, (collectively "we," "us" or "our"), on the other hand. Please read this TOU carefully before using the Site or activating an account with us. By using the Site, you acknowledge that you have read this TOU, understand it and agree to be bound by its terms, conditions and guidelines, as we may amend from time to time by posting any revised TOU on the Site. Your use of this Site after such changes are implemented constitutes your acknowledgement and acceptance of the changes. Please consult these TOU regularly.

### Violations

Lake Erie Council, BSA may monitor use of this Site at any and all times to determine compliance with this TOU. Please also note that if we determine you have abused or violated the letter or intent of any of these terms, conditions or guidelines, or any applicable law, we may terminate or suspend your access to the Site and all related services, initiate an investigation, remove materials from our servers, issue a warning, block any prohibited activity, and take any other responsive action. Additionally, users who violate this TOU may incur criminal and/or civil liability.

### User Responsibilities and Restrictions on Use

You agree that any and all billing and registration information you provide on the Site will be accurate and complete. Your provision of inaccurate or incomplete information constitutes a material breach of this TOU.

Furthermore, you agree to use the Site and all related services only for lawful purposes and not to allow others to use your account for any unlawful purpose. Use of the Site in violation of these TOU or any applicable law, regulation, ordinance, or other rule imposed by any governmental authority is prohibited. Without limiting the foregoing, you specifically may not:

- Link to this Site, including linking to the home page or any other page on the Site, without our express permission.
- Monitor, gather or copy any Content (as defined below) on this Site by using any robot, "bot," spider, crawler, spyware, engine, device, software, extraction tool or any other automatic device, utility or manual process of any kind.
- Frame or utilize framing techniques to enclose any trademark or other proprietary information (including, without limitation, any images, text or page layout).
- Engage in any activities through or in connection with this Site that seek to attempt to harm minors or are unlawful, offensive, obscene, threatening, harassing, and abusive or that violate any right of any third party.
- Attempt to circumvent the security systems of the Site in any way.
- Attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Lake Erie Council, BSA server.
- Attempt to use the Site for any purposes other than those intended by Lake Erie Council, BSA, as determined by Lake Erie Council, BSA in its sole discretion.
- Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.

- Engage in any activity that interferes with a user's access to this Site or the proper operation of this Site. You also agree that, in using this Site, you will not impersonate any person or entity.

### **Privacy**

Our use of your personal information collected on the Site is governed by the terms of the Lake Erie Council, BSA Privacy Policy. The Privacy Policy sets forth our sole obligations with respect to user data and privacy.

### **Intellectual Property**

This Site's overall "look and feel" and the various Boy Scouts of America emblems, rank insignia, logos, service marks, trademarks, and other brand indicia found on the Site are the exclusive property of the Boy Scouts of America and may not be used without the express written permission of the Boy Scouts of America. All other trademarks that may appear on this Site are the property of their respective owners.

Furthermore, Boy Scouts of America and/or its licensors own all right, title and interest in and to all content (and all compilations thereof) that appears on or is available through this Site and any other website owned, operated, or controlled by Lake Erie Council, BSA, including without limitation all text, music, sounds, photographs, videos, images, illustrations, icons, graphics, headers, typefaces, data, inventory information, databases and software (collectively, the "Content"). The Content is protected by United States and international law. No right, title or ownership interest to any of the Content is assigned, conveyed, or otherwise transferred to you by your use of the Site. You may access and view the Content solely for personal, noncommercial purposes. Use of the Content except as expressly provided in this TOU may violate the intellectual property rights of BSA and/or its licensors.

Except as set forth in this paragraph, you may not copy, distribute, display, publicly perform, transmit, or broadcast the Content or use the Content to create derivative works or compilations without prior written consent from Lake Erie Council, BSA. Furthermore, you may not collect, re-purpose or reuse any data or product listings contained in the Content; sell or attempt to sell the Content; exploit the Content for your own purposes; or make derivative use of the Site or its Content. You may download, print and use pages from the Site for your own personal informational, non-commercial purposes as long as (1.) you do not distribute or republish such information in any form, including digitally, and (2.) the copied pages reflect the original Site content in its unaltered form and retain the BSA copyright notice: "© 2015 Lake Erie Council, BSA. All Rights Reserved." If Lake Erie Council, BSA becomes aware that you are using the Content for a purpose other than your personal, non-commercial use, then Lake Erie Council, BSA (and/or its licensors) may seek any and all legal remedies it might have against you.

### **Request for Consent to Use Content**

If you wish to use any of this Site's Content for any purpose other than your individual review and individual educational purposes, please send a request with your proposed use to [program@scoutingoutdooradventures.com](mailto:program@scoutingoutdooradventures.com) so that we may evaluate your proposed use.

Unless required by law, the Lake Erie Council, BSA will not be obligated to grant such requests and may approve or deny them at its sole discretion. Any approval of your request by Lake Erie Council, BSA will be limited to a specific, enumerated use and conditioned upon your acceptance of additional reasonable terms and conditions, which will be established at the time of your request based on your intended use of the Content. In any event, you may not copy or mimic the design elements, "look and feel," or layout of the Site. No approval or permission to use this Site's Content will be effective unless made in writing by a duly authorized representative of Lake Erie Council, BSA. Furthermore, Lake Erie Council, BSA reserves the right to revoke its consent any at time.

If your request is granted, you assume all risks concerning the suitability and accuracy of the Content which you use. Some uses may require permission from a third party, and you are solely responsible for obtaining any such third-party permissions and paying any royalties that may be due as a result of your use.

### **Amendments and Corrections to Content**

The Content and the functionality of the Site may be updated or changed at any time without prior notice. We do not guarantee the accuracy, completeness or reliability of information appearing on the Site. The Site may contain errors and omissions relating to Lake Erie Council, BSA's programs, events, products, pricing, and/or availability. We reserve the right to correct or update errors or omissions and to change information at our discretion without prior notice. You agree not to rely on any Content created or posted by us. We also reserve the right to cancel an order for a product in the event of an error or omission in the description of such product, including incorrect pricing information, whether due to a typographical error, an error in information received from our suppliers, or otherwise. By using the Site, you agree to hold us harmless from any claims relating to errors or omission on our Site.

### **Indemnity**

You agree to indemnify, defend, and hold us, our local councils, partners, telecommunications providers, and service providers, and including the officers, directors, employees and agents of each, harmless from any cause of action, damages, judgments, liabilities, fees, or other costs and expenses (including attorneys' fees) arising from a third-party claim related to or arising from your use of the Site or any related services, your use of any Content, your violation of the TOU, or your violation of any third-party rights, including without limitation infringement by you or any other user of your account of any trademark, copyright, patent, publicity, privacy, or other rights of any person or entity.

### **Limitation of Liability**

In no event will we, our suppliers, service providers, local councils, or other third parties affiliated with us be liable for any indirect, incidental, extraordinary, exemplary, punitive or consequential damages whatsoever (including without limitation those resulting from lost profits, lost data or business interruption) arising out of the use or inability to use the Site or related services, the results of such services, or any information contained on the Site, or in such services, whether such damages are based on warranty, contract, tort or any other legal theory and whether or not such party is advised of the possibility of such damages. Our aggregate liability and the aggregate liability of any of our suppliers, local councils, or service providers, arising from or relating to this TOU (regardless of the form of action or claim, e.g., contract, warranty, tort, strict liability, negligence, malpractice, fraud or any other legal theory) is limited to one-hundred U.S. dollars (\$100). Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Disclaimer of Warranties**

This Site and all related services are provided on an "as-is" and "as available" basis and with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with you. Except for the express warranties explicitly provided herein, neither we nor our partners, providers, or local councils make any representations or warranties of any kind, express or implied, as to the operation of the Site, the Content, any information made available through the Site, or any transactions entered into by you through the Site. To the extent permitted by law, we and our partners, providers and local councils disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, accuracy, title, fitness for a particular purpose, non-infringement and quiet enjoyment. Neither we nor our partners, providers or local councils warrant that use of the Site or any related services will be uninterrupted; available at any time or from any location; secure or error-free; or free of viruses or other harmful components. Neither we nor our partners, providers or local councils warrant that the Site will meet your requirements or that any defects

will be corrected. Furthermore, neither we nor our partners, providers or local councils make any warranty as to the results that may be obtained from use of the Site, or as to the accuracy, completeness, reliability or timeliness of any information available on or through the Site.

You understand and agree that your access and use of the Site is at your own risk and that you will be solely responsible for any damage to your computer or system or loss or data that may result from use or downloading any Content or other material or data from the Site.

No advice or information, whether oral or written, obtained by you from us or through the Site shall create any warranty not expressly made herein.

### **Modifications**

Please note that we may change this TOU at any time by posting the modified TOU on the Site, or by otherwise notifying you of such change. Use of the Site after such changes are posted constitutes acceptance of all changes.

### **Applicable Law**

The TOU is governed by and will be construed in accordance with the laws of the state of Ohio as it is applied to contracts entered into by residents of the state of Ohio.

### **Disputes**

Any dispute relating in any way to your visit to this Site or any other website owned, operated or controlled by Lake Erie Council, BSA or to products you purchase through this Site will be submitted to confidential arbitration in Cleveland, OH.