Site Terms & Conditions

Your access to the Pennsylvania High School Coaching Initiative's web site, hereafter PAHSCI, is subject to the following Terms of Use. These Terms of Use constitute a binding agreement between PAHSCI and you. Periodically, these Terms of Use may be updated without notice to you. It is your responsibility to periodically review these Terms of Use for applicable changes. Your use of the web site after our posting of any changes to these Terms of Use will constitute your acceptance of those changes. Questions about these Terms of Use, should be directed to info@foundationsinc.org. Should you disagree with any changes, you should immediately cease using the PAHSCI web site.

Privacy Policy: The personally-identifiable information that you provide us on PAHSCI web site is subject to our Privacy Policy, which is a part of these Terms of Use. Please take the time to review the information below.

Information you provide voluntarily via our online forms is kept in the strictest confidence and is intended for use by the PAHSCI or the PAHSCI suppliers as may be needed.

Occasionally we might provide links to other sites we think you will find useful. These sites are independent of the PAHSCI and should have established their own privacy and security policies. You should review the privacy policies of these sites before providing them with your information.

For questions, comments or assistance with any privacy-related issues, we invite you to contact us at info@foundationsinc.org.

As with other web site operators, the PAHSCI analyzes its web site and “hits” to improve the web site and meet the needs of our visitors. We do not gather, record, collect, or track any visitor’s personally identifiable information.

Your Use of the PAHSCI’s Web Site/Materials: The contents of this website may be used, reproduced, or reprinted, provided that appropriate acknowledgment appears in all copies and provided that such use, download, reproduction, or reprint is for non-commercial or personal use only. The contents of this website may not be modified in any way.

All rights in photographs, illustrations, artworks, and other graphic materials are reserved to the copyright owners. Prior permission to use, reproduce, and/or reprint any photograph, illustration, artwork, or other graphic material must be obtained from the copyright owner, regardless of the intended use.

You may only use the PAHSCI web site in accordance with these Terms of Use and all applicable laws, rules, and regulations. In the event the PAHSCI believes that you have failed to comply with all terms applicable to your use of the PAHSCI web site, you agree that the PAHSCI has the right, in its sole discretion and without notice, to restrict your access to this or any other PAHSCI site. The PAHSCI may also, in its sole discretion and at any time, discontinue any PAHSCI web site, or any part thereof, with or without notice. You agree that you do not have any rights in the PAHSCI web site and that the PAHSCI will have no liability to you if the PAHSCI web site is discontinued or your ability to access the PAHSCI web site is terminated.

In addition to, and not in limitation of any other conditions, you must comply with the following conditions in order to use materials and/or documents: the copyright notice must clearly appear on all copies, no modifications of any type shall be made. Further, you shall only use the materials/documents in accordance with these terms and conditions set forth herein. In the event the PAHSCI believes that you have failed to comply with all terms applicable to your use of the PAHSCI’s materials, you agree that the PAHSCI has the right, in its sole discretion, to pursue all legal remedies.

Communications with the PAHSCI: You consent to receipt of electronic communications from the PAHSCI, and agree that all agreements, notices, and other disclosures communicated to you by the PAHSCI electronically (whether by electronic mail, by posting at this web site, or by other electronic means) satisfy any legal requirement that such communication be in writing.

Your communications with the PAHSCI, including transmission of order requests, submission of testimonials, or the uploading of images, constitute electronic communications. You grant to the PAHSCI, its funders, partners, affiliates, and collaborators, a perpetual, irrevocable, worldwide, non-exclusive, transferable, royalty-free right to use all information and materials that you submit to us, including the right to exercise copyright and publicity rights, in any media, in connection with the PAHSCI’s web site.
Links: Through the PAHSCI web site, you may be able to access links to other World Wide Web sites. Because the PAHSCI has no control over such sites, you acknowledge and agree that the PAHSCI, its funders, partners, affiliates, and collaborators, is not responsible for, and has no liability with respect to, the availability (or unavailability) of such sites, for the treatment of your personally-identifiable information by such sites, or for the information, products, content or other materials on or available from such sites or resources. If you would like information on any other site’s privacy policy, you should contact that party directly, and we encourage you to do so.

Disclaimers – You acknowledge and agree that:

a. YOUR USE OF THIS WEB SITE IS AT YOUR OWN RISK. ANY FEATURES AVAILABLE THROUGH OUR WEB SITE ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. The PAHSCI, ITS FUNDERS, PARTNERS, AFFILIATES, AND COLLABORATORS, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Because our web site is provided to you “AS IS,” you agree that PAHSCI shall not be liable to you or to any third party for any delay in delivery of, or failure to deliver, any of your communications or other information you submit using our web site. Because our web site is provided to you “AS AVAILABLE,” you agree that the PAHSCI shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the PAHSCI web site or of your ability to access it.

b. The PAHSCI, its funders, partners, affiliates, and collaborators, also disclaims any warranty that (i) our web site will meet your requirements, (ii) our web site’s operation will be uninterrupted, timely, secure, or error-free, and (iii) any information or communication that may be obtained from the use of our web site will be accurate or reliable (and the PAHSCI disclaims any liability for damages that may arise from your reliance on any such information or communication) or are free of viruses or other harmful components.

c. You assume the full responsibility and risk for any damage to your computer or other consequences that result from your downloading any information, software, or other materials through our web site. The PAHSCI shall have no liability for any damage to your computer, including loss of data, which results from your downloading any such materials.

d. The PAHSCI shall not be responsible for any order request if it is received in an unintelligible or garbled form. However, the PAHSCI will make reasonable efforts to notify the sending party (if the sending party is identifiable from the received order request) that the order request was unintelligible or garbled. Some states do not allow the disclaimer of implied warranties, so this provision may not apply to you.

e. The PAHSCI makes every reasonable effort to protect the security of your personal information and honor your choices for its intended use. We carefully protect your information from misuse, unauthorized access, and disclosure. Please be aware that there is some risk involved in transmitting information over the Internet regardless of our efforts.

Limitation of Liability: YOU AGREE THAT THE PAHSCI, ITS FUNDERS, PARTNERS, AFFILIATES, AND COLLABORATORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOSS OF GOODWILL, USE, OR DATA (EVEN IF THE PAHSCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), THAT RESULT FROM: (a) YOUR USE OF OR INABILITY TO USE THE PAHSCI’s WEB SITE; (b) THE COST YOU INCUR TO SUBSTITUTE FOR ANY GOODS YOU PURCHASED THROUGH PAHSCI WEB SITE; (c) ACCESS TO OR ALTERATION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION IN AN UNAUTHORIZED MANNER; (d) REPRESENTATIONS OR CONDUCT OF ANY THIRD PARTY RELATED TO THE PAHSCI WEB SITE, INCLUDING OUR ADVERTISERS AND BUSINESS PARTNERS; OR (e) ANY OTHER MATTER RELATING TO THE PAHSCI WEB SITE. Some states do not allow the limitation of liability, so this provision may not apply to you.

Indemnity: You agree to defend, indemnify, and hold the PAHSCI, its funders, partners, affiliates, and collaborators, harmless from and against all losses, costs, damages, liabilities, and expenses (including reasonable attorneys’ fees, court costs, and other litigation and arbitration expenses) (“Losses”) related to or arising from: (a) negligent acts or omissions or intentional misconduct with respect to your use of the PAHSCI web site or goods purchased from the PAHSCI web site; or (b) claims for infringement of the proprietary rights of any third party resulting from your use of the PAHSCI web site or goods purchased from the PAHSCI web site in violation of these Terms of Use.

Term and Termination: These Terms of Use are effective upon your acceptance signified by your using the site and shall continue until terminated in accordance with this Section. Either party may terminate these Terms of Use at any time upon thirty (30) days’ prior written notice. The PAHSCI also reserves the right to
terminate its relationship with you at any time. Upon termination of these Terms of Use, you shall immediately cease accessing the PAHSCI web site except to the extent necessary to effectuate any of your obligations or rights arising under any orders that are intended to continue beyond such termination. In the event collections proceedings or legal action become necessary, you agree to pay all of the PAHSCI costs and fees incurred, including attorney's fees.

Intellectual Property: The content that the PAHSCI provides on our web site, including, but not limited to, text, graphics, images, and logos, is owned by either the PAHSCI or the party that has provided the content to us and is protected by U.S. and international copyright laws. The PAHSCI is the sole and exclusive owner of its compilation of this content on our web site, and this compilation is also protected by U.S. and international copyright laws. Copying of any of this content without permission could lead to copyright infringement.

The Annenberg Foundation, Pennsylvania Department of Education, Foundations, Inc., Research for Action, Philadelphia Foundation, Penn Literacy Network, Robert Slavin, PAHSCI at Foundations, and other logos, slogans, and product and service names used on this site are trademarks owned by the PAHSCI, its funders, partners, affiliates, and collaborators. You agree not to display or use such trademarks, in any manner, without the written permission of the PAHSCI. Trademarks and trade names of third parties are the property of those third parties, and are used by the PAHSCI subject to license, or subject to the fair use provisions of U.S. trademark law.

General: You agree that these Terms of Use describe the entire agreement between us with respect to its subject matter. The PAHSCI’s web site was created and is operated under the laws of the State of New Jersey. The laws of the State of New Jersey will control the Terms of Use provided in these Terms and Conditions, without giving effect to any principles of conflict of laws. Any cause of action arising out of these Terms of Use shall be determined in the federal and state courts sitting in the State of New Jersey. If a court of competent jurisdiction finds that any provision of these Terms of Use are invalid or unenforceable, we both agree that the other provisions of these Terms of Use will remain in full force and effect.

You agree that regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to the PAHSCI web site or these Terms of Use more than one (1) year after such claim or cause of action arose.

The PAHSCI will not be liable to you or be deemed to be in breach of its obligations hereunder for any delay or failure in performance caused by acts beyond the PAHSCI’s reasonable control, including, without limitation, acts of God, war, terrorism, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining supplies, materials, labor, or transportation, interruption of utility services or the Internet, acts of any unit of government or any governmental agency, or any similar or dissimilar cause.