

## **ONLINE PRIVACY POLICY AGREEMENT**

Holy Spirit Episcopal School, (HSES), is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online facilities and services accurate, confidential, secure and private. Our privacy policy has been designed and created to ensure those affiliated with Holy Spirit Episcopal School of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

*THEREFORE*, this Privacy Policy Agreement shall apply to Holy Spirit Episcopal School, and thus it shall govern any and all data collection and usage thereof. Through the use of [www.HSES.org](http://www.HSES.org) you are herein consenting to the following data procedures expressed within this agreement.

### **Collection of Information**

This website collects various types of information, such as:

- Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc., which may be used when you purchase products and/or services and to deliver the services you have requested.
- Information automatically collected when visiting our website, which may include cookies, third party tracking technologies and server logs.

This site shall only collect personal information that you knowingly and willingly provide by way of applications, surveys, completed membership or enrollment forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested and any additional uses specifically provided on this site.

Holy Spirit Episcopal School may also have the occasion to collect anonymous demographic information that may not be unique to you and may even gather additional or other personal and/or non-personal information, such as age, gender, household income, political affiliation, race and religion, at a later time.

It is even possible that we may gather information about your computer hardware and/or software. Such collected information may include, but may not be limited to, your IP address, browser type, domain name, access time and various website addresses. The gathering and use of this information may be utilized for maintaining the quality of service we provide, as well as providing overall general statistics related to the use of our website and others.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent as a means to better understand the way in which other websites garner, make use of and share information collected.

### **Use of Information Collected**

Holy Spirit Episcopal School may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information meant to inform you of other possible products and/or services that may be available to you from [www.HSES.org](http://www.HSES.org). Holy Spirit Episcopal School may also be in contact with you with regards to completing applications, enrollment forms, surveys and/or research

questionnaires related to your opinion of current or possible new services that are offered or may be offered.

Holy Spirit Episcopal School does not now, nor will it in the future, sell, rent or lease any of its customer lists and/or names to any third parties.

Holy Spirit Episcopal School may deem it necessary to follow websites and/or pages that their users may frequent in an effort to glean what types of services and/or products may be the most popular to customers or the general public.

Holy Spirit Episcopal School may disclose your personal information, without prior notice to you, only if required to do so pursuant to applicable laws and/or in a good faith belief that such action is deemed necessary or required to:

- Conform to decrees, laws and/or statutes or in an effort to comply with any process which may be served upon Holy Spirit Episcopal School and/or its website;
- Safeguard and/or preserve all the rights and/or property of Holy Spirit Episcopal School; and
- Perform under demanding conditions in an effort to safeguard the personal safety of users of [www.HSES.org](http://www.HSES.org) and/or the general public.

#### Unsubscribe or Opt-Out

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to [Admissions@hses.org](mailto:Admissions@hses.org). If you wish to unsubscribe or opt-out from any third party websites, you must go to that specific website to unsubscribe and/or opt-out.

#### Links to Other Web Sites

Our website does contain links to affiliate and other websites. Holy Spirit Episcopal School does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each and every website that collects personally identifiable information. The aforementioned Privacy Policy Agreement applies only and solely to the information collected by our website.

#### Security

Holy Spirit Episcopal School shall endeavor and shall take every precaution to maintain adequate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control.

The company also uses Secure Socket Layer (SSL) for authentication and private communications in an effort to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information. In addition, Holy Spirit Episcopal School is a licensee of TRUSTe. The website is also secured by VeriSign.

## Changes to Privacy Policy Agreement

Subject to applicable law, Holy Spirit Episcopal School reserves the right to change these Terms at any time (including by modification, deletion and/or addition of any portion thereof), and your continued use of the Services after notice of any change we make will mean that you agreed with the changes. Notice regarding any change will be posted on our website homepage at [www.HSES.org](http://www.HSES.org), so that our users and/or visitors are always aware of the type of information we collect, how it will be used, and under what circumstances, if any, we may disclose such information. Notice to you may be made by displaying notices or links to notices to you generally on the Services. If we make a material amendment to these Terms of Service, we will also notify you of such amendment by sending you an email at the last email address that you provided us and by posting notice of such amendment on our website. Any such material amendment to these Terms will be effective 30 calendar days following either our sending email notice to you or our posting of notice of the changes on our website. Please note that you are responsible for updating your personal information to provide us your current email address at all times. In the event that the last email address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our sending of the email containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

If at any point in time Holy Spirit Episcopal School decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether or not to permit the use of their information in this separate manner.

IN THE EVENT THAT YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES FOR ANY PURPOSE.

### **LIABILITY DISCLAIMER**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOLY SPIRIT EPISCOPAL SCHOOL OR ITS AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR THE SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR HOLY SPIRIT EPISCOPAL, EVEN IF HOLY SPIRIT EPISCOPAL SCHOOL HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF SERVICE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

## **INDEMNITY**

YOU UNDERSTAND THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR BEHAVIOR WHILE USING THE SERVICES AND FOR ALL CONTENT PROVIDED VIA YOUR ACCOUNT, AND AGREE TO INDEMNIFY AND HOLD HOLY SPIRIT EPISCOPAL SCHOOL AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND (INCLUDING ATTORNEYS' FEES) THAT WE MAY INCUR IN CONNECTION WITH A THIRD PARTY CLAIM OR OTHERWISE, IN RELATION TO YOUR USE OF THE SERVICES, THE CONTENT YOU CONTRIBUTE OR LINK TO, OR YOUR ACCESS TO THE SERVICES, OR YOUR VIOLATION OF EITHER THESE TERMS OR THE RIGHTS OF ANY THIRD PARTY.

### **Acceptance of Terms**

Through the use of this website, you are hereby accepting the terms and conditions stipulated within the aforementioned Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you are in agreement and acceptance of such changes.

These Terms and any dispute arising under these Terms or related to your use of the Services will be governed exclusively by the laws of the State of Texas, without regard to any conflicts of laws or choice of law provisions that would result in the application of the laws of any other jurisdiction. You agree that any action, suit or proceeding brought by or on behalf of you against Holy Spirit Episcopal School arising out of or relating to the Services or these Terms shall be brought only before the state or federal courts located in the City of Houston, Texas. You irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding in the state or federal courts located in the City of Houston, Texas, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

These Terms, together with the Privacy Policy and any other legal notices published by Holy Spirit Episcopal School, on our website, in our Apps, or delivered to you by us via email, shall constitute the entire agreement between you and Holy Spirit Episcopal School. They supersede any and all prior or contemporaneous agreements between you and Holy Spirit Episcopal School relating to your use of the Services. Some parts of the Services may have special terms that apply, like subscription-based Apps, rules for particular contests or sweepstakes or other features or activities. Any such special terms contained in any legal notice published or delivered by Holy Spirit Episcopal School are in addition to these Terms, and in the event of a conflict, prevail over these Terms with respect to that particular part of the Services.

If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. No waiver of any right or provision of these Terms will be deemed a further or continuing waiver thereof or any other right or provision, and Holy Spirit Episcopal School's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms of Service take effect as a legally binding agreement and separately as a notice which limits the basis on which Holy Spirit Episcopal School makes the Services available.

### How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.

Email: [Admissions@hses.org](mailto:Admissions@hses.org)

Telephone Number: (713) 468 - 5138

Mailing Address:

Holy Spirit Episcopal School  
12535 Perthshire Rd  
Houston, Texas 77024

Effective 11/15/2013