

LEGAL NOTICES

Access to this website, including use of any forms made available through the website, is subject to all policies and procedures adopted by Sycamore Community School District 427 (the "District") and, further, is provided subject to the following terms and conditions: https://boardpolicyonline.com/?b=sycamore_427. Please read these terms carefully as use of the District's website, including the submission of any accompanying forms, constitutes acceptance of all of the following terms and conditions contained herein.

PRIVACY NOTICE

Your use of this site may result in the collection of information by the District (1) when specifically identified on the District's website, (2) through information that you provide to the District via forms, and/or (3) through third parties' external links. It is generally the District's policy that no personally identifiable information you provide to us, including without limitation your name, address, telephone number, Social Security Number or Employer Identification Number and email address (also referred to as "personal information" in this Notice), will be sold or rented to any entity or individual or disclosed to unauthorized entity or individual unless allowed by law. Notwithstanding, information collected and received through the District's website may be subject to disclosure under the Illinois Freedom of Information Act, unless the District determines, in its sole discretion, that such information, including but not limited to personally identifiable information, is exempt from disclosure. Moreover, you understand that the inadvertent release of such information is possible and, by using the website, waive all claims against the District for the inadvertent disclosure of such information to the fullest extent allowed by law. Subject to such waiver, the District's use of your personal information is intended to be limited to uses authorized by and in accordance with applicable law, as more fully described in this Privacy Notice.

This Privacy Notice applies to use of the District's websites as well as your use of any portals, webforms or websites used by the District for the purposes of collecting information. The District's use of any information received from you during your use of the website will depend on the purposes for which you are using the website, and shall be in accordance with the following:

Vendor Information:

Any information provided to the District for primarily commercial purposes through use of its website, accompanying forms or third-party vendors shall be treated in accordance with the District's policies and procedures relating to the security of personal information and the Personal Information Protection Act ("PIPA"), 815 ILCS 530/1, to the extent applicable to and consistent with the statutory requirements of such Act. Please note that this website is intended for a limited use within the geographic territory of the United States. It is not intended for, and shall not be used for, the provision of information for commercial purposes from vendors outside the geographic territory of the United States.

Student and Parent/Guardian Information:

To the extent that student information is provided to the District through use of its website, accompanying forms or third-party vendors, such information shall be treated in a manner complying with PIPA; the Illinois School Student Records Act ("ISSRA") and its implementing regulations (105 ILCS 10/1 et seq.; 23 Ill. Admin Code Part 375); Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99); and the Student Online Personal Protection Act ("SOPPA") and its

implementing regulations (105 ILCS 85/1, *et seq.*). Before providing any such information to the District or a third-party provider, you are encouraged to review the District's policies and procedures regarding the use of your information: https://boardpolicyonline.com/?b=sycamore_427.

PERSONAL INFORMATION AND CHOICE

As described above, for purposes of these terms of use, "personal information" is information about an individual that is readily identifiable to that specific individual or organization, regardless of whether they are a sole proprietor, individual, student or parent/guardian. Depending on your use of the website and accompanying forms, personal information includes the type of information identified above but may also include certain metadata resulting from your use of the website. Unless otherwise identified in specific terms and conditions based on your particular use of the District's website, **we collect no personal information about you unless you voluntarily provide such information in connection with your use of our website.** If personal information is requested on the District's website or through portals, webforms or websites used by the District for the purposes of collecting information, state and federal laws may protect it. However, this information may be a public record once you provide it and may be subject to public inspection and copying if not protected by federal or state law. Moreover, if you provide personal information through portals, webforms or websites used by the District for the purposes of collecting information, such personal information may be transferred or maintained through a third-party vendor, which may make further use of your personal information and store information through methods outside of the District's control. Such methods may have their own terms and conditions relating to the use and storage of your personal information, and you are encouraged to inquire about any third-party terms of service that are not made available to you publicly or upon request. By voluntarily providing such information, you acknowledge and accept the risks associated with your use of the District's website in all such respects. Please note that the collection and use of certain information may be protected under the Student Online Personal Protection Act ("SOPPA") through District policies: https://boardpolicyonline.com/?b=sycamore_427&s=894772.

POLICIES FOR INDIVIDUALS UNDER 13 YEARS OF AGE

The District is committed to complying fully with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database or other data collection activities. We appreciate your cooperation with this federally mandated requirement, but please be aware that the collection of personal information volunteered by children on-line or by e-mail will be treated the same as information given by an adult and may be subject to public access.

ACCESS TO INFORMATION COLLECTED

No personally identifying information is collected unless you are specifically prompted for such information. However, such information will only be accessed and used by the District for its intended purposes and in compliance with all applicable state laws and regulations.

SECURITY OF INFORMATION COLLECTED

All information or data collected by our website is secured in accordance with District policies.

DISCLAIMER OF LIABILITY

Neither the District nor any of its employees shall be held liable for any improper or incorrect use of the information described herein and assumes no responsibility for anyone's use of the information. In no event shall the District or its employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

DISCLAIMER OF EXTERNAL LINKS

The District's website may contain links to other internet sites and resources. The District is not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that the District is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from the District's website to other sites do not constitute an endorsement from the District. These links are provided as an information service only. It is your responsibility to evaluate the content and usefulness of information obtained from other sites and to take caution before providing personal information to such sites.

DISCLAIMER OF DUTY TO CONTINUE PROVISION OF DATA

Use of this website and any accompanying links, forms or other resources is at the user's sole risk. The District does not warrant that the service will be uninterrupted or error free. The documents and related graphics published on this server could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The District may make improvements and/or changes in the information collected, content provided and/or programs described herein at any time.

CHOICE OF LAW

Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of Illinois. The laws of the State of Illinois, U.S.A., shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that the laws of the State of Illinois shall apply; venue shall be vested in the courts of Dekalb County, Illinois; use shall conform to all applicable laws and regulations of the state of Illinois; and user shall not violate the rights of any third parties.

This information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided through District websites, nor should anything herein be construed to be binding, a waiver of liability, or proof of negligence in the District's handling of information through this website. You are encouraged to review the District's policies, procedures and other terms and conditions relating to the use of its website, accompanying forms and third-party vendors. In the event of any conflict between these terms and conditions of use and any contradictory terms and conditions required by law or through District policies and procedures, those terms required by law and District policy shall prevail.