

St. John's Episcopal School's Terms of Use
Last Updated: October 22, 2026

1. Agreement to Terms

St. John's Episcopal School ("St. John's," "SJES," "School," "we," "our," or "us") operates the website located at <https://www.stjohnsschool.org> (the "Site") and any related (non-third party) online services that expressly link to these Terms of Use (collectively, the "Services").

These Terms of Use ("Terms") constitute an agreement between you and the School governing your access to and use of the Services. By accessing or using the Services, you acknowledge that you have read and understood these Terms and agree to be bound by them, to the extent permitted by applicable law.

If you do not agree to these Terms, you must discontinue use of the Services.

Additional terms, policies, and notices expressly incorporated into these Terms by reference apply to the extent relevant to the applicable Service. If a separate written agreement, enrollment agreement, admissions document, or other School policy governs a particular matter, that document controls to the extent of any conflict, unless it expressly provides otherwise.

We may revise these Terms from time to time. The revised version will be posted on the Site with an updated "Last Updated" date. Unless applicable law requires otherwise, revisions take effect when posted and apply prospectively. Your continued use of the Services after revised Terms take effect constitutes acceptance of the revised Terms, to the extent permitted by law. If you do not agree to a revision, you must stop using the Services.

The Services are primarily intended for parents, guardians, prospective families, students, alumni, employees, and other individuals interested in the School. Individuals under 18 may access publicly available educational information where appropriate, but should not submit personal information through the Services without the involvement or authorization of a parent or legal guardian, as applicable. Nothing in these Terms overrides any legal rights or requirements applicable to minors.

We recommend that you retain a copy of these Terms for your records.

2. The Services

The Services provide general information about the School, its programs, admissions, activities, events, and other School-related matters, along with such online features as we may make available from time to time.

We may modify the content, features, or availability of the Services as described in these Terms. Unless expressly stated otherwise, the Services are provided for informational and administrative purposes and do not, by themselves, constitute an offer of admission, a guarantee of enrollment, a promise of educational services, or a binding commitment by the School.

Information on the Site may be updated periodically and may not reflect the most recent School policies, schedules, requirements, or other details. If you need current information, please contact the School directly.

The Services are not intended for use where such use would violate applicable law or subject the School to a legal or regulatory obligation that does not otherwise apply to it. Anyone accessing the Services from outside the United States does so on their own initiative and is responsible for complying with applicable local laws.

3. Intellectual Property Rights

3.1 Ownership

Unless otherwise indicated, the Services and all content made available through them, including text, articles, photographs, graphics, illustrations, videos, audio, designs, logos, trademarks, service marks, page layouts, software, and other materials (collectively, "Content"), are owned by the School, its licensors, or other identified rights holders and are protected by applicable intellectual property laws. Nothing in these Terms transfers ownership of any intellectual property to you.

3.2 Limited Permission to Use the Services

Subject to your compliance with these Terms, the School grants you a limited, nonexclusive, revocable, and nontransferable license to access and use the Services for personal, noncommercial purposes related to learning about, communicating with, or participating in the School community.

You may download or print reasonable portions of publicly available Content for those purposes, provided that you do not remove copyright notices, proprietary notices, or other applicable attribution.

3.3 Restrictions

Except as expressly permitted by these Terms, applicable law, or our prior written permission, you may not:

- Copy, reproduce, republish, distribute, publicly display, modify, adapt, or create derivative works from the Content;
- Sell, license, commercially exploit, or otherwise use the Content for commercial purposes;
- Use the School's names, logos, trademarks, or other brand elements in a manner that suggests sponsorship, affiliation, or endorsement without authorization;
- Remove or alter copyright notices, attribution, or other proprietary markings; or
- Use the Services or Content to develop, train, or improve a commercial product or service where doing so would violate applicable law or the rights of the School.

Nothing in this section restricts activities permitted by applicable law, including nonwaivable copyright exceptions.

3.4 Permission Requests

Requests to reproduce or otherwise use Content beyond the permissions granted above should be directed to info@stjohnsschool.org. Permission must be obtained in writing where required.

All rights not expressly granted are reserved by the School and the applicable rights holders.

4. User Representations

By using the Services, you represent that:

1. You have the legal capacity and authority to agree to these Terms, or, if you are a minor, you are using the Services in a manner permitted by applicable law and any required parent or guardian involvement.
2. You will provide accurate information when communicating with the School or completing online forms.
3. You will use the Services only for lawful purposes and in compliance with these Terms.
4. Your use of the Services will not infringe the rights of the School or any other person.
5. You will not attempt to gain unauthorized access to the Services, related systems, or information belonging to another person.

If information you provide is materially false, misleading, or incomplete, we may decline to act on the submission, restrict the relevant functionality, or take other lawful and appropriate action.

5. Prohibited Activities

You may use the Services only for their intended purposes. You agree not to:

1. Use the Services in violation of any applicable law, regulation, court order, or third-party right.
2. Access or attempt to access nonpublic areas, accounts, systems, data, or records of the Site without authorization.
3. Interfere with or compromise the security, integrity, availability, or proper operation of the Services.
4. Introduce malware, viruses, malicious code, or other harmful material.
5. Use bots, scripts, scrapers, crawlers, or other automated means to access, extract, copy, or collect data from the Services, except for ordinary search-engine indexing or other activity authorized by us or permitted by applicable law.
6. Systematically collect personal information, email addresses, contact details, or other data from the Services without authorization.
7. Use the Services to send spam, unsolicited promotions, fraudulent communications, or deceptive messages.
8. Impersonate another person or misrepresent your identity, affiliation, or authority.
9. Circumvent access controls, security measures, or technical restrictions.
10. Reverse engineer, decompile, or disassemble software forming part of the Services, except to the extent such restriction is prohibited by applicable law.

11. Copy, frame, mirror, or republish the Services in a manner that suggests unauthorized sponsorship or affiliation.
12. Use the Services to harass, threaten, defame, discriminate against, exploit, or harm another person.
13. Interfere with the use of the Services by the School or other users, including by imposing an unreasonable load on the Services or related infrastructure.
14. Use the Services or Content to compete with the School, commercially exploit the School's materials, or facilitate unlawful activity.
15. Encourage, assist, or enable another person to engage in any prohibited activity.

We may take reasonable and lawful measures to investigate suspected violations, protect the Services, and enforce these Terms.

6. Communications and User Submissions

The Services may allow you to contact the School, complete forms, submit inquiries, or provide comments, suggestions, feedback, or other information (collectively, "Submissions").

You are responsible for ensuring that your Submissions are accurate, lawful, and appropriate for the purpose for which they are provided. You must not submit information that you are not authorized to disclose, that infringes another person's rights, or that contains malicious code.

Please do not submit confidential, highly sensitive, or unnecessary personal information through a general contact form or other channel that is not specifically designated for that information.

You retain ownership of intellectual property rights that you hold in your Submissions. By submitting information to the School, you authorize us to receive, review, reproduce, and use it as reasonably necessary to respond to your inquiry, administer the Services, communicate with you, fulfill the purpose for which you submitted it, and comply with our legal obligations.

If you voluntarily provide suggestions or feedback about the Services, you authorize the School to use that feedback to improve or operate the Services without compensation, provided that this authorization does not transfer ownership of unrelated intellectual property you retain.

You represent that you have the rights and authority necessary to provide your Submissions and grant the limited permissions described in this section. The School may, but is not obligated to, review, retain, remove, or decline to act on Submissions, subject to applicable law and any separate agreement or policy that governs the relevant communication.

7. Privacy and Personal Information

Your use of the Services may involve the collection or processing of personal information. Our handling of personal information is governed by our applicable **Privacy Policy** and relevant privacy notices, as well as applicable law.

These Terms do not replace or expand the School's obligations under applicable privacy, student-record, consumer-protection, or data-security laws.

If you are a parent or legal guardian submitting information about a student or another individual, you are responsible for ensuring that you are authorized to provide that information, subject to applicable law.

Do not submit student records, health information, financial account information, government identification numbers, passwords, or other sensitive information through a general website form, unless the School has specifically instructed you to use that channel for that purpose.

8. Third-Party Websites and Services

The Services may link to websites, applications, platforms, or services operated by third parties, including providers of educational resources, payment processing, admissions tools, event registration, or other services.

Third-party services are operated independently of the School and may be subject to separate terms, privacy policies, and practices. Unless expressly stated otherwise, the School does not control and is not responsible for third-party content, availability, security, privacy practices, or services.

A link or reference does not necessarily constitute an endorsement, recommendation, or guarantee by the School.

Before using a third-party service or providing information to a third party, you should review its applicable terms and privacy policies. Any transaction or interaction between you and a third party is governed by the terms applicable to that relationship.

Nothing in this section excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.

9. Management and Protection of Services

To the extent permitted by law, we reserve the right, but not the obligation, to:

1. Monitor the operation and security of the Services.
2. Investigate suspected violations of these Terms or applicable law.
3. Restrict or suspend access to the Services where reasonably necessary to protect the School, users, systems, or third parties.
4. Remove or disable material that violates these Terms or creates a security, legal, or operational risk.
5. Implement technical measures designed to prevent unauthorized access, misuse, or disruption.
6. Cooperate with lawful requests from governmental authorities and pursue appropriate legal remedies when warranted.

We do not undertake to monitor all activity or content associated with the Services and do not guarantee that all violations will be detected or prevented.

10. Suspension, Termination, Changes, and Interruptions

We may update, modify, suspend, restrict, or terminate access to all or part of the Services where reasonably necessary for security, maintenance, legal compliance, enforcement of these Terms, or protection of the School or others.

Where practicable and appropriate, we may provide notice of a suspension or termination. Notice is not required where it is prohibited by law, would compromise security, or would be impracticable in the circumstances. We do not guarantee that the Services will always be available, uninterrupted, secure, or error-free. Maintenance, technical issues, third-party failures, or circumstances beyond our reasonable control may affect access.

Termination or suspension does not affect provisions that by their nature should survive, including provisions concerning intellectual property, disclaimers, limitations of liability, dispute resolution, and other accrued rights or obligations, to the extent enforceable under applicable law.

11. Governing Law and Venue

These Terms and any dispute arising out of or relating to them or the Services will be governed by the laws of the State of Texas, without regard to its conflict-of-law principles, except where applicable law requires otherwise.

Subject to applicable law, any legal proceeding arising out of or relating to these Terms or the Services shall be brought in the state courts located in Dallas County, Texas, or, where federal jurisdiction exists, in the appropriate federal court serving Dallas, Texas. You and the School consent to the jurisdiction of those courts, subject to any rights that cannot lawfully be waived.

Nothing in these Terms deprives a consumer or other protected person of a right or remedy that cannot lawfully be excluded or restricted.

12. Disputes

If you have a concern or dispute relating to the Services, we encourage you to contact the School. Nothing in these Terms creates a mandatory arbitration requirement or class-action waiver.

13. Corrections and Updates to Information

The Services may contain typographical errors, outdated information, inaccuracies, or omissions. We do not guarantee that every item of information is complete, current, or error-free. We may correct or update information from time to time without prior notice.

14. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

THE SCHOOL DISCLAIMS IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SCHOOL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL ALWAYS BE ACCURATE, COMPLETE, OR CURRENT.

THE SERVICES PROVIDE GENERAL INFORMATION AND DO NOT REPLACE DIRECT COMMUNICATION WITH THE SCHOOL REGARDING ADMISSIONS, ENROLLMENT, TUITION, SCHOOL POLICIES, STUDENT RECORDS, SCHEDULES, OR OTHER MATTERS REQUIRING CONFIRMATION.

NOTHING IN THIS SECTION EXCLUDES OR DISCLAIMS ANY WARRANTY OR RIGHT THAT CANNOT LAWFULLY BE EXCLUDED OR DISCLAIMED.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOL AND ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SCHOOL'S TOTAL LIABILITY FOR CLAIMS ARISING SOLELY FROM YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT, IF ANY, YOU PAID DIRECTLY TO THE SCHOOL SPECIFICALLY FOR ACCESS TO THE SERVICES DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) US \$100.00.

THIS LIMITATION APPLIES ONLY TO THE EXTENT PERMITTED BY LAW AND DOES NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED, INCLUDING ANY LIABILITY THAT APPLICABLE LAW PROHIBITS THE SCHOOL FROM LIMITING.

NOTHING IN THESE TERMS LIMITS ANY NONWAIVABLE RIGHTS OR REMEDIES AVAILABLE UNDER APPLICABLE LAW. IF APPLICABLE LAW DOES NOT PERMIT A PARTICULAR EXCLUSION OR LIMITATION, THAT EXCLUSION OR LIMITATION WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED.

16. Indemnification

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO BE RESPONSIBLE FOR LOSSES, LIABILITIES, DAMAGES, AND REASONABLE COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE SCHOOL TO THE EXTENT DIRECTLY CAUSED BY YOUR UNLAWFUL USE OF THE SERVICES, YOUR MATERIAL BREACH OF THESE TERMS, OR YOUR INFRINGEMENT OF ANOTHER PERSON'S RIGHTS.

THIS SECTION DOES NOT REQUIRE YOU TO INDEMNIFY THE SCHOOL FOR LOSSES CAUSED BY THE SCHOOL'S OWN NEGLIGENCE, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR OTHER CONDUCT FOR WHICH INDEMNIFICATION CANNOT LAWFULLY BE REQUIRED.

THE SCHOOL MAY CONTROL THE DEFENSE OF A CLAIM FOR WHICH YOU ARE REQUIRED TO PROVIDE INDEMNIFICATION, PROVIDED THAT DOING SO DOES NOT EXPAND YOUR OBLIGATIONS BEYOND THOSE PERMITTED BY LAW. YOU AGREE TO PROVIDE REASONABLE COOPERATION IN CONNECTION WITH SUCH A CLAIM.

17. Data and Security

We may process and maintain information submitted through or generated by the Services in accordance with our applicable [Privacy Statement](#) and [Cookie Policy](#), retention practices, contractual obligations, and legal requirements.

Although we may implement reasonable administrative, technical, and organizational safeguards, no website or electronic transmission can be guaranteed to be completely secure. You should use appropriate care when accessing and transmitting information online.

You are responsible for retaining copies of information that you need to keep, unless the School has separately agreed to maintain or provide that information. Nothing in this section waives rights or remedies relating to data loss, unauthorized disclosure, or security incidents that cannot lawfully be waived.

18. Electronic Communications and Records

When you visit the Services, email the School, or complete an online form, you are communicating electronically.

To the extent permitted by applicable law, you consent to receive responses and other communications electronically and agree that electronic communications may satisfy legal requirements that communications be in writing.

Any consent to electronic signatures, electronic records, or electronic delivery of notices is limited to transactions and communications for which such consent is legally sufficient. Where the law

requires a particular form of consent, disclosure, signature, or record retention, that requirement continues to apply.

These Terms do not require you to conduct every transaction electronically or waive rights that cannot lawfully be waived.

19. MISCELLANEOUS

19.1 Entire Agreement

These Terms, together with the policies and notices expressly incorporated by reference, govern your use of the Services. They do not replace any separate written agreement, enrollment agreement, or other School policy that independently governs a particular relationship or transaction.

19.2 No Waiver

No failure or delay by the School in the exercise of any remedy provided for in these Terms shall be construed as a forfeiture or waiver thereof, or of any other right or remedy legally available to the School.

19.3 Severability

If any provision of these Terms is held invalid, unlawful, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, where legally permitted. If modification is not permitted, the affected provision will be severed, and the remaining provisions will remain in effect.

19.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent, to the extent permitted by law. The School may assign its rights or obligations in connection with a lawful reorganization, transfer, or other transaction, subject to applicable law.

19.5 No Agency or Partnership

These Terms do not create a partnership, joint venture, employment, fiduciary, or agency relationship between you and the School.

19.6 Force Majeure

The School will not be responsible for a delay or failure to perform obligations relating to the Services to the extent caused by circumstances beyond its reasonable control, including but not limited to: acts of war, epidemics, pandemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet.

19.7 Interpretation

Headings are included for convenience and do not affect interpretation. The word "including" means "including without limitation." Nothing in these Terms is intended to waive rights or remedies that cannot lawfully be waived.

19.8 No Third-Party Beneficiaries

Except where expressly stated or required by law, these Terms do not create enforceable rights in any person who is not a party to them.

20. Contact Us

If you have questions about these Terms, please contact:

St. John's Episcopal School
848 Harter Road
Dallas, Texas 75218
Email: info@stjohnsschool.org
Website: <https://www.stjohnsschool.org>