

Perry Hall High School

**PTSA**<sup>®</sup>

*everychild.onevoice.*<sup>®</sup>

# Terms of Use Agreement

[www.perryhallcraftfair.org](http://www.perryhallcraftfair.org)

2020

## 1. ACCEPTANCE OF TERMS

The following terms and conditions ("Agreement") govern all use of the [www.perryhallcraftfair.org](http://www.perryhallcraftfair.org) website (the "Website") and the services and software available on or through the Website (the "Website", services and software shall be referred to collectively as the "Service"). The Service is owned and operated by Perry Hall High School PTSA, Inc. ("PHHS PTSA"). The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Website by PHHS PTSA. BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN; IF YOU DO NOT AGREE TO ANY OF SUCH TERMS AND CONDITIONS, DO NOT USE OR ACCESS THE SERVICE. This Agreement applies to you and your use of the Service regardless of whether you are a Seller, Buyer or other user of the Service.

## 2. MODIFICATIONS TO TERMS OF USE

PHHS PTSA reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time, without prior notice. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Service.

## 3. MODIFICATION, SUSPENSION OR DISCONTINUATION OF THE SERVICE

PHHS PTSA may modify, suspend or discontinue, temporarily or permanently, the Service or any portion thereof, in its sole discretion, at any time, without prior notice. PHHS PTSA will not be responsible to you for a refund, in whole or part. You agree that PHHS PTSA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 4. DESCRIPTION OF PerryHallCraftFair.org

PerryHallCraftFair.org is an ecommerce website that allows people to buy and sell goods within a fixed-price format. PHHS PTSA takes steps to ensure that products sold on the Website are primarily AMERICAN handmade products.

HOWEVER, PHHS PTSA is not directly involved in the transaction between buyers and sellers.

Consequently, PHHS PTSA does not transfer legal ownership of items from the seller to the buyer. As a result, PHHS PTSA does not control the quality, safety, morality or legality of any products sold on the Website; and PHHS PTSA cannot verify the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. PHHS PTSA does not pre-screen users, specific information about products being offered for sale, or the products themselves sold on [perryhallcraftfair.org](http://perryhallcraftfair.org). PHHS PTSA cannot guarantee the

true identity, age, and nationality of a user. PHHS PTSA cannot ensure that a buyer or seller will actually complete a transaction. For these reasons, buyers and sellers use the Service solely at their own risk.

By using the Service, you agree that PHHS PTSA is not responsible or liable for content uploaded by users of the Service (such as data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links) or the products sold on the Website.

PHHS PTSA encourages you to communicate directly with potential transaction partners through the tools available on the Website. You may also wish to consider using a third-party escrow service or services that provide additional user verification.

## 5. YOUR USE OF THE SERVICE

You shall use the Service only for purposes that are permitted by this Agreement and any applicable laws and regulations (foreign and domestic).

Whether you use the Service as a Seller or Buyer, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PHHS PTSA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PHHS PTSA has the right to suspend or terminate your account and refuse any and all of your current or future use of the Service (or any portion thereof). PHHS PTSA is concerned about the safety and privacy of all its users, particularly children. For this reason, and to be consistent with the terms of use, you must be at least 18 years of age to register for an account.

If it is determined or suspected by PHHS PTSA, in its sole discretion, that you are misusing or attempting to misuse or circumvent the Service, or are using or attempting to use the Service for any inappropriate, infringing, illegal or fraudulent purpose, PHHS PTSA reserves the right, in its sole discretion, to immediately terminate your access to the Service without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

## 6. ACCOUNT, PASSWORD AND SECURITY

As part of the Service registration process, you will create a password and account. You agree to: (a) provide accurate and current information about yourself as prompted by the Website (the "Registration Information"); and (b) maintain and update the Registration Information to keep it accurate and current. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may, in our sole discretion, suspend or terminate your account and decline to permit your continued use of the Website and future access to the Website.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to notify us immediately of any unauthorized use of your account information or any other breach of security. PHHS PTSA shall not, in any manner, be responsible or liable

for fraudulent purchases that are made using your compromised Account Information. You agree to immediately notify PHHS PTSA of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session. PHHS PTSA cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section.

PHHS PTSA uses commercially reasonable security measures to protect against the loss, misuse, and alteration of the information under our control, including credit card information that is submitted. When you place an order or access your account information, the Website uses secure server software (SSL), which encrypts all information you input before it is sent to us. We cannot guarantee that unauthorized third parties will never be able to defeat those security measures. PHHS PTSA makes no representations or warranties with regard to the sufficiency of these security measures and, PHHS PTSA shall not be responsible for any actual or consequential damages that result from a security breach.

## 7. CONDUCT

Whether you are using the Service as a Seller, Buyer or otherwise, you understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Service, including to Sellers, Buyers and other users of the Service. You agree not to use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way;
- impersonate any person or entity, including, but not limited to, a PHHS PTSA representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas that are designated for such purpose and within the scope of such designation;
- upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable law or regulation (foreign or domestic), including without limitation (i) regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange (e.g., the New York Stock Exchange, the American Stock Exchange or the NASDAQ) and (ii) laws and regulations (foreign or domestic) regarding the sale or resale of

goods (including without limitation with respect to licensure requirements, maximums or limits on ticket prices, etc.);

- or stalk or otherwise harass any person or entity.

## 8. MONITORING.

Whether you are using the Service as a Seller, Buyer or otherwise, you acknowledge that PHHS PTSA does not pre-screen any Content provided or made available by you or any third party in connection with the Service, but that PHHS PTSA and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor alter, edit, or remove any of Your Content, in whole or in part, or (ii) rescind and terminate your right to use the Service for any reason or no reason. You acknowledge and agree that PHHS PTSA may preserve Your Content and may also disclose Your Content for any reason, including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any of Your Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of PHHS PTSA, its users and/or the public. You understand that the technical processing and transmission of the Service, including Your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## 9. SOFTWARE

You shall not, nor permit anyone else to, directly or indirectly: (i) modify or otherwise create derivatives of any part of the Service; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Service for timesharing, service bureau, or commercial purposes (except for the limited commercial purpose of selling event goods through the Service as an Seller); (iv) remove or alter any proprietary notices or labels on or in the Service; or (v) engage in any activity that interferes with or disrupts the Service.

If you are allowed to download any software in connection with the Service ("Software"), subject to the terms and conditions of this Agreement, PHHS PTSA grants you a personal, nontransferable, nonsub licensable, revocable, terminable, nonexclusive license to use the Software solely for your personal use, and only in accordance with this Agreement and the written instructions/directions (if any) provided by PHHS PTSA. For clarity, the Software will be deemed a part of the "Service" hereunder.

## 10. RATINGS AND REVIEWS

PHHS PTSA reserves the right, but not the obligation, to refuse to post or to remove any review or rating of any user of the Service if PHHS PTSA determines (in its sole discretion) that it contains or features any of the following: (a) offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech); (b) references to illegal activity; (c) reviews that do not address the goods and services of the business or reviews with no qualitative value; (d) language that violates the standards of

good taste or the standards of PHHS PTSA; (e) information or statements that are or appear to be false; or (h) comments that disparage PHHS PTSA, or any other PTA organization.

All ratings and reviews of users on the Website reflect the opinions of others, and do not reflect or represent the opinions or representations of PHHS PTSA. PHHS PTSA disclaims any and all representations or warranties with regard to the ratings and reviews. Reviews and ratings do not reflect the views of PHHS PTSA or its affiliated companies; or its employees, officers, directors, or shareholders. PHHS PTSA does not assume responsibility or liability for any review or rating.

## 11. PAYMENT METHODS

Payments are all transacted through PayPal or other third party payment service methods (collectively, "Facilitated Payment Modes" or "FPM").

Independent Relationship. When using a FPM, Sellers and Buyers effect the (a) applicable monetary payment transaction through the FPM service, and are bound by the applicable terms of use governing the FPM service. PHHS PTSA is not affiliated with, and has no agency or employment relationship with, any FPM service provider, Seller, Buyer or any Seller's other customers. PHHS PTSA has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any FPM service provider, Seller, Buyer or any Seller's other customers. When using any other third party service provider in conjunction with the Service, you, whether as a Seller, Buyer or otherwise, are bound by the applicable terms of use governing the third party service provider's service. PHHS PTSA is not affiliated with, and has no agency or employment relationship with, any third party service providers, and PHHS PTSA has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any third party service providers.

Service Charges. Joining and setting up a shop on PerryHallCraftFair.org requires vendors pay a registration fee. In addition, PHHS PTSA (b) charges a percentage of the sale price when the item sells and reserves the right to add a transaction fee. When you list an item you have an opportunity to review and accept the fees that you will be charged. PHHS PTSA's Fees Policy, which is subject to change, is incorporated into this Agreement by reference. Changes to the Fees Policy and the fees for PHHS PTSA's services are effective after PHHS PTSA provides you with at least seven (7) days' notice by posting the changes on the Website. PHHS PTSA may, at PHHS PTSA's sole discretion, change some or all of PerryHallCraftFair.org's services at any time. In the event PHHS PTSA introduces a new service on PerryHallCraftFair.org, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in US Dollars (USD).

Payment of Service Charges. Seller is liable for all service charges incurred, even for goods sold and then subsequently cancelled by Buyer or refunded by Seller. Following the closure of PerryHallCraftFair.org, the Seller will be mailed a check for all sales made on PerryHallCraftFair.org, less the service charges due PHHS PTSA. Payment will be sent to Seller within 15 days of the closure of Website.

## 12. TAXES

If you are using the Service as a Seller, you understand that per Maryland law, PHHS PTSA, as the mar-

marketplace facilitator will collect sales tax on Seller's behalf for marketplace sales made through the PerryHallCraftFair.org marketplace for delivery into Maryland. PHHS PTSA takes no responsibility for collecting or remitting any other taxes. This will be the responsibility of each individual Seller.

### 13. PerryHallCraftFair.org CONTENT

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Service or otherwise made available by PHHS PTSA at the Website (collectively, "Website Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. PHHS PTSA may own the Website Content or portions of the Website Content may be made available to PerryHallCraftFair.org through arrangements with third parties. Except as expressly authorized by PHHS PTSA in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Website Content, or post any Website Content on any other web site or in a networked computer environment for any purpose. However, you may print or download a reasonable number of copies of the Website Content for your own informational purposes, provided that you retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any Website Content for any other purpose is strictly prohibited without the express prior written permission of PHHS PTSA. You shall use the Website Content only for purposes that are permitted by this Agreement and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

### 14. TRADEMARK INFORMATION

The trademarks, service marks, and logos of PHHS PTSA (the "PHHS PTSA Trademarks") used and displayed in connection with the Service are trademarks, trade names or service marks of PHHS PTSA, an affiliate of National PTA. Other third party trademarks, trade names or services marks used in connection with the Service may be trademarks or service marks owned by third parties (the "Third Party Trademarks"). Third Party Trademarks and PHHS PTSA Trademarks shall be referred to collectively as "Trademarks". Nothing contained in this Agreement, nor your use of the Service, shall constitute or be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Service. You further agree not to use any Trademark to disparage PHHS PTSA, or any other PTA/PTSA, the Service, or any third party, or third party products or services, in any manner that, in PHHS PTSA's, Maryland PTA's or National PTA's reasonable judgment, may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless PHHS PTSA approves the establishment of such a link by prior written consent.

### 15. USER CONTENT

You acknowledge and agree that if you contribute, provide or make available any Content to the Website ("Your Content"), whether as a Seller, Buyer or otherwise, you hereby grant to PHHS PTSA a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow PHHS PTSA to store, translate, or re-format your Content on PerryHallCraftFair.org and display your Content on PerryHallCraftFair.org in any way PHHS PTSA chooses without compensation to you or any other provider of

Your Content. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations. PHHS PTSA reserves the right to remove any of Your Content from the Website at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Your Content) or no reason.

## 16. THE DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) POLICY

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any Content made available in connection with the Service infringes your copyright, you (or your agent) may send us a notice requesting that the Content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details). Notices and counter notices with respect to the Service should be sent to PHHS PTSA by mail:

PHHS PTSA: Winter Arts & Crafts Fair  
Attn: PTSA President  
4601 Ebenezer Road  
Baltimore, MD 21236

By Email: [president@phhsptsa.org](mailto:president@phhsptsa.org)

## 17. SUB-DOMAINS

If you are using the Service as a Seller, PHHS PTSA may provide you with the right to use a sub-domain within the Website (e.g., [sub-domain prefix].perryhallcraftfair.org). All such sub-domains are the sole property of PHHS PTSA. In the event PHHS PTSA provides you with a sub-domain, your right to use such sub-domain may be terminated by PHHS PTSA at the close of the Service or any time (with or without notice) for any reason or no reason.

## 18. INDEMNITY

You agree to defend, indemnify and hold PHHS PTSA, and its affiliates, and their officers, agents, co-branders or other partners, and employees, harmless from any and all damage, loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit or proceeding made by any third party ("Claim") due to or arising out of: your Content; your use of, contribution to or connection with the Service; your violation of this Agreement; or your violation of any rights of another. PHHS PTSA shall provide notice to you of any such Claim. PHHS PTSA reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting PHHS PTSA's defense of such matter.

## 19. TERMINATION

PHHS PTSA, in its sole discretion, may terminate your Website password, account (or any part thereof)

and/or your right to use the Service, and remove and discard any and all of Your Content within the Service, for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due PHHS PTSA, or if PHHS PTSA believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your right to use the Service may be effected without prior notice, and acknowledge and agree that PHHS PTSA may immediately deactivate or delete your account and all related Content and files related to your account and/or bar any further access to such files or the Service. Further, you agree that PHHS PTSA shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Service. All provisions of this Agreement that by their nature should survive termination of your right to use the Service shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections).

## 20. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because PHHS PTSA has no control over such websites and resources, you acknowledge and agree that PHHS PTSA is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that PHHS PTSA shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such Content, advertising, products, services or other materials available on or through any such website or resource.

## 21. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PHHS PTSA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. PHHS PTSA MAKES NO WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIX TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Notwithstanding the foregoing, you may report the misconduct of users, Buyers, Sellers and/or third parties in connection with the Website or any other Service to Company. Company, in its sole discretion, may investigate the claim and take necessary action.

## 22. LIMITATION OF LIABILITY

PHHS PTSA SHALL NOT BE LIABLE WITH RESPECT TO THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR ANY: (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PHHS PTSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (III) AMOUNTS IN THE AGGREGATE IN EXCESS OF US \$100.00, OR (IV) ANY MATTERS BEYOND PHHS PTSA'S REASONABLE CONTROL. PHHS PTSA SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR CONTENT OR ANY CONTENT OF ANY OTHER USER OF THE SERVICE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE



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## 23. RELEASE

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE US (AND OUR AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

## 24. PRIVACY

All information provided by you or collected by PHHS PTSA in connection with the Service is governed by PerryHallCraftFair.org's Privacy Policy, a copy of which is located at <http://www.perryhallcraftfair.org/privacy>, which is hereby incorporated by reference into this Agreement.

Any information submitted or provided by you to the Service may be publicly accessible. You should take care to protect private information or information that is important to you. PHHS PTSA shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information on the Service, this information may become public. PHHS PTSA does not control and shall not be responsible for the acts of you or any other users of the Service.

## 25. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Service. Our mailing address is:

Perry Hall High School PTSA  
4601 Ebenezer Road  
Baltimore, MD 21236

## 26. APPLICABLE LAW

Information that is submitted to the Website will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law. If you are a non-U.S. User, you acknowledge and agree that we may collect and use your Information, as discussed above, outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you have read this Agreement, understand it, agree to its terms and consent to the transfer of such Information outside your resident jurisdiction. If you do not consent to the terms of this Agreement, please do not use this Website, but if you have already provided us with Information, please contact us and let us know how you would like us to handle such information.

## 27. GENERAL.

Entire Agreement. This Agreement constitutes the entire agreement between

(a) you and PHHS PTSA and governs your use of the Service, superseding any prior agreements or contemporaneous communications between you and PHHS PTSA. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party Content or third party software.

(b) Choice of Law. This Agreement and the provision of the Service to you are governed by the laws of the state of Maryland, U.S.A., as such laws are applied to agreements entered into and to be performed entirely within Maryland by Maryland residents.

(c) Governing Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

(d) Arbitration. Any controversy or claim arising out of or relating to this Agreement or the provision of the Service shall be finally settled by binding arbitration in accordance with the commercial arbitration rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Baltimore County, Maryland, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. However, subject to the foregoing arbitration provision, you and PHHS PTSA agree to submit to the personal jurisdiction of the courts located within Baltimore County, Maryland. Either you or PHHS PTSA may seek any interim or preliminary relief from a court of competent jurisdiction in Baltimore County, Maryland, necessary to protect the rights or property of you or PHHS PTSA (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

(e) Invalid Provisions. The failure of PHHS PTSA to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

(f) Time to File Claim. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(g) Violations. Please send queries or reports of any violations of this Agreement to [president@phhsptsa.org](mailto:president@phhsptsa.org).