**TERMS OF USE**

Last Updated and Effective: October 25, 2022

**THIS WEBSITE IS OWNED AND OPERATED BY ST. EDWARD HIGH SCHOOL, SPONSORED BY THE BROTHERS OF HOLY CROSS. PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ANY OTHER APPLICABLE TERMS RELATING TO PROGRAMS WE OFFER, EXPRESSLY INCORPORATED HEREIN BY REFERENCE AS THE “TERMS”) FULLY AND CAREFULLY BEFORE USING** [**WWW.SEHS.NET**](http://WWW.SEHS.NET) **OR** [**WWW.STEDWARDEAGELS.NET**](http://WWW.STEDWARDEAGELS.NET) **AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS OF YOUR RIGHTS AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS SET FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SITE.**

**ACCEPTANCE OF TERMS**

By browsing or using the Site, you agree to these Terms and any amendments hereto that may be published from time to time on the Site, each of which is incorporated by reference.

**BY USING THIS SITE, YOU ARE AGREEING TO WAIVE YOUR RIGHT TO SUE IN COURT AND INSTEAD AGREE TO HAVE ALL DISPUTES DECIDED BY AN ARBITRATOR. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL TO SETTLE DISPUTES RELATING TO YOUR USE OF THE SITE, AS STATED FULLY IN THE “DISPUTE RESOLUTION” SECTION BELOW.**

**DEFINITIONS**

St. Ed’s refers to St. Edward High School and is referred to herein as “St. Ed’s,“ “us,”
“we,” or “our.”

“Content”means logos, design, text, graphics, images, software, audio, video, works of authorship of any kind, and information and other materials that are posted, generated, provided, or otherwise available through or on the Site. We and our licensors exclusively own all right, title, and interest in and to the Content, including all associated intellectual property rights. You acknowledge that Content is protected by copyright, trademark, and other laws of the United States and foreign countries and that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying Content on the Site.

“Site” means the websites [www.sehs.net](http://www.sehs.net) and [www.stedwardeagles.net](http://www.stedwardeagles.net), including all subdomains and subparts, as well as our social media accounts on Facebook, Instagram, YouTube, Google, and Twitter, and other platforms and applications for mobile, tablet, and other smart devices and application programs.

“Terms” refers to the terms and conditions of these Terms of Use, along with our Privacy Policy.

“User” means any visitor to the Site, regardless of the visitor’s purpose or activities on the Site, and is referred to herein as “User” or “you.”

**ELIGIBILITY TO USE THE SITE**

By browsing or using the Site, you agree that you are at least thirteen (13) years of age. If you are between thirteen (13) and seventeen (17) years of age, you can only use the Site with the permission and involvement of your parent or guardian. As long as you comply with these Terms, you may view and use our Site for your personal, non-commercial purposes. No other use of the Site is authorized.

**GOVERNING LAW**

These Terms and any action or proceeding relating thereto will be governed by the laws of the State of Ohio. If any provision or part-provision of these Terms is declared invalid, unlawful, void, or for any reason unenforceable, it will be deemed severable and will not affect the validity and enforceability of the remaining provisions of these Terms, which will be enforced to the maximum extent permissible.

**CHANGES TO TERMS OF USE**

We reserve the right to make changes to these Terms at any time, and such changes will be effective immediately upon being posted on the Site. Each time you use the Site, you should review the current Terms. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Your continued use of the Site will constitute your acceptance of the then-current Terms; however, any material change to these Terms after your last usage of the Site will not be applied retroactively. Except for such material changes, the Terms that were in effect at the time any claim or dispute arose between you and St. Ed’s will be applied.

**PRIVACY POLICY**

Users of the Site should refer to our Privacy Policy (as may be updated from time to time) for information about how we use and collect information, which may be accessed by clicking on the following link: <https://www.sehs.net/privacy-policy>. By agreeing to these Terms of Use, you agree that we may collect, use, retain, and disclose your personal information to the extent permissible by law and as described in our Privacy Policy and that our Privacy Policy will govern our collection and use of your personal information to the fullest extent permitted by law, and is incorporated into these Terms by reference as if fully re-written herein.

**RULES OF CONDUCT AND GENERAL PROHIBITIONS**

You must only use this Site for lawful purposes, and you must not use it in any way that infringes the rights of anyone else or that restricts or inhibits anyone else’s enjoyment of the Site. You may not, without our written consent: (i) copy, reproduce, use, or otherwise deal with any Content on the Site; (ii) modify, distribute, or re-post any Content on the Site for any purpose; or (iii) use the Content of the Site for any commercial exploitation whatsoever.

In using the Site, you further agree not to do any of the following:

* post, publish, submit, or otherwise transmit any Content that: (i) is knowingly false, fraudulent, misleading, or deceptive; (ii) is defamatory, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person’s privacy, or otherwise violative of any law; or (iii) promotes illegal or harmful activities or substances;
* disrupt or interfere with the security of, or otherwise abuse, the Site or any service, systems resource, account, server, or network connected to or accessible through the Site, or affiliated or linked websites;
* disrupt or interfere with any other User’s enjoyment of the Site, or affiliated or linked websites;
* post, publish, submit or otherwise transmit through or on the Site any viruses or other harmful, disruptive, or destructive files;
* use, frame, or utilize framing techniques to enclose our trademark, logo, or other proprietary information (including, but not limited to, images found on the Site, Content, any text, or the layout/design of any page or form contained on a page) without our express written consent;
* use meta tags or other “hidden text” utilizing our name, trademark, or product name without our express written consent;
* deep link to the Site without our express written consent;
* create or use a false identity on the Site, share your account information, or allow any person besides yourself to use your account to access the Site;
* collect or store personal data about others;
* attempt to obtain unauthorized access to the Site or portions of it that are restricted from general access; and
* encourage or enable another User or individual to do any of the foregoing prohibited activities.

By accessing or using this Site you agree to comply with all applicable laws and regulations relating to your use of or activities on the Site.

**If you do not agree to these Terms, you do not have our consent to obtain information from or otherwise use the Site. Failure to use the Site in accordance with these Terms may subject you to civil or criminal penalties.**

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE SITE, AND/OR DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS WHETHER OR NOT YOU HAVE CREATED AN ACCOUNT THROUGH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE.

**INDEMNIFICATION**

You will defend, indemnify, and hold harmless St. Ed’s, our affiliates, and each of our and their respective officers, directors, employees, contractors, suppliers, representatives, and agents from any and all claims, demands, liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorneys’ fees, that arise from or relate to: (i) your access to or use of the Site or Content; (ii) your violation of these Terms or any applicable law, including any infringement by you of any intellectual property rights owned by St. Ed’s or any third party; and (iii) any and all activities that occur under or in connection with your account, username, and/or password for this Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with St. Ed’s in any investigation and/or litigation concerning the matter.

**COPYRIGHTS AND TRADEMARKS**

The Site, including all of the Content and organization, graphics, design, compilation, magnetic translation, digital conversion, services, and other matters related to same (the “Materials”), is the sole and exclusive property of St. Ed’s and protected by applicable copyright, trademark, other proprietary rights, and other laws of the United States and foreign countries. Unless expressly stated otherwise, we retain other proprietary rights in all Content, services, and products available through the Site.

Except as stated herein, none of the Content may be copied, modified, reproduced, distributed, republished, downloaded, performed, displayed, posted, transmitted, sold, and or made into derivative works in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise without our prior written consent and permission of the respective copyright owner. You may not, without our express written permission or that of any third-party copyright owner: (i) copy, upload, publish, post, submit, or transmit any Materials on any computer network or broadcast or publications media; (ii) modify the Materials; or (iii) remove or alter any copyright or other proprietary notices contained in the Materials. You also may not: (i) sell, resell, or make commercial use of the Site, its Content, services, or products obtained through the Site; (ii) collect or use any product listings or descriptions; (iii) make derivative uses of the Site or its Content; or (iv) use any data mining, robots, or similar data gathering and extracting methods. You are not conveyed any right or license by implication, estoppel, or otherwise in or under any of our patent, trademark, or copyright rights, or in the proprietary rights of any third party.

**LINKS TO THIRD PARTY WEBSITES**

The Site may contain links to third party websites or services and advertisements for third parties (collectively, the “Third Party Sites & Ads”). Such Third Party Sites & Ads are not under our control and we are not responsible for any Thirty Party Sites & Ads. We provide these Third Party Sites & Ads only as a convenience and are not responsible for the content, services, or products on or available from those Third Party Sites & Ads. You acknowledge sole responsibility for and assume all risk arising from your use of Third Party Sites & Ads.

The inclusion of a hyperlink to Third Party Sites & Ads does not imply affiliation, endorsement, or adoption by St. Ed’s of the Third Party Sites & Ads or any services, products, or information contained therein.

**ONLINE PAYMENTS – RIGHTS & RESPONSIBILITIES**

If you wish to make a payment for any product, service, or donation through the Site (each such payment, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant St. Ed’s the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

It is your responsibility to ascertain and obey all applicable laws in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order through the Site, you represent that the services and products ordered will be used only in a lawful manner. We may, in our sole discretion, with or without prior notice, do any one or more of the following: (i) bar any User from making or completing any or all Transaction(s); and (ii) refuse to provide any User with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect at the time of the Transaction, including all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

**BOOKSTORE PRODUCTS AND ORDERS**

We have taken reasonable precautions to ensure that all product descriptions, prices, and other Content on the Site are correct and fairly described. By placing an order on this Site, you are making an offer to St. Ed’s. Our acknowledgment of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. We reserve the right to not accept the offer if there has been a material error in the description of the product, or if the price advertised is incorrect. All prices are displayed in United States Dollars unless expressly indicated otherwise.

All descriptions, images, references, features, Content, specifications, services, products, and prices of services and products described or depicted on the Site are subject to change at any time without notice. The inclusion of any products on the Site does not imply or warrant that these products will be available.

We will add applicable shipping and handling fees to your charges, as stated in your order. All of our products are subject to sales tax, which will be applied to your order total. We may need to verify information you provide before we accept an order, and may cancel or limit an order any time after it has been placed. If payment has already been made and your order is cancelled or limited, we will refund you any payment made for the product that will not be shipped due to cancellation or limitation of an order in the same tender as the original purchase. We expressly condition acceptance of your order on your agreement to these Terms.

**DISCLAIMER OF WARRANTIES**

OUR CONTENT AND PRODUCTS ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the services or products available on the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, INCLUDING ANY SERVICES OR PRODUCTS PROVIDED TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ST. ED’S.

**LIMITATIONS OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER ST. ED’S, OUR AFFILIATES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES, PRODUCTS, OR CONTENT ON THE SITE WILL BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (I) THE SITE; (II) THE USE OR INABILITY TO USE THE SITE; (III) THE USE OF OR RELIANCE ON ANY CONTENT OR INFORMATION DISPLAYED IN OR ON THE SITE; (IV) THE PURCHASE OR USE OF ANY SERVICES OR PRODUCTS THROUGH THE SITE OR OTHERWISE; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OF DATA OR OTHER INFORMATION THAT IS SENT TO OR RECEIVED BY THE SITE; (VI) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS; OR (VII) OTHERWISE UNDER THESE TERMS, WHETHER OR NOT REASONABLY FORESEEABLE, EVEN IF WE OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. **THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ST. ED’S. ACCESS TO THE SITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.**

WE WILL NOT BE LIABLE IN ANY AMOUNT FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CONTINGENCY BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, OR WAR.

The terms of this section survive any termination of these Terms.

**TERMINATION**

Notwithstanding anything to the contrary in these Terms, we may, without notice and in our sole discretion, for any reason or no reason, terminate your ability to use the Site and to block and prevent future access to and use of the Site. You agree that we will not be liable for any termination of your use of or access to the Site.

**NO THIRD PARTY BENEFICIARIES**

We and you are the only parties entitled to enforce these Terms. These Terms do not and are not intended to confer any rights or remedies upon any person other than you and St. Ed’s. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions relating to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms. You also agree that if we assign, transfer, or sub-contract any of our rights or obligations under these Terms to any third party in writing, such third party may enforce the Terms that are assigned, transferred, or sub-contracted.

**DISPUTE RESOLUTION**

**AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS**

**WE EACH AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO OUR SERVICES, PRODUCTS, THESE TERMS, INCLUDING OUR PRIVACY POLICY AND COOKIE POLICY, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF OR THE USE OF THE SERVICES OR CONTENT AVAILABLE ON OR THROUGH THE SITE (COLLECTIVELY, “DISPUTES”) WILL BE SETTLED BY CONFIDENTIAL BINDING ARBITRATION, EXCEPT THAT** each party retains the right to: (i) bring an individual action in small claims court; and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademark, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii) an “IP Protection Action”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in Cleveland, Ohio and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**You acknowledge and agree that both you and St. Ed’s are waiving the right to a trial by jury or to participate as a plaintiff or class representative or class member in any purported class action or representative proceeding.** Further, unless we both otherwise agree in writing, an arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive termination of these Terms.

We both agree that these Terms should be interpreted and enforced under the Federal Arbitration Act (9 U.S.C. §§ 1, *et seq.*) because they memorialize a transaction in interstate commerce. This section will survive termination of these Terms.

**ARBITRATION RULES**

The arbitration will be administered and governed by the Comprehensive or Expedited Arbitration Procedures of Judicial Arbitration and Mediation Services (JAMS), whichever is appropriate and in effect at the time the arbitration is initiated (the “JAMS Procedures”), which are available at <http://www.jamsadr.com> or by calling 1-800-352-5267.

The parties expressly agree that JAMS may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration will be limited to the resolution of individual claims only.

**DISPUTE NOTICE AND ARBITRATION PROCESS**

Prior to initiating an arbitration proceeding, you must first send St. Ed’s a written statement setting forth your name, address, and telephone number, the facts giving rise to the dispute, and the relief requested (“Dispute Statement”). The Dispute Statement to St. Ed’s must be emailed to mstepnowsky@sehs.net. If we are unable to resolve your claim within thirty (30) days, then either party that desires to initiate an arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Procedures.

An arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes, as well as all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, the arbitrability of any claim, as well as any claim that all or any part of these Terms is void or voidable. Notwithstanding this broad delegation of authority to the JAMS arbitrator, a court may determine the limited question of whether a claim or cause of action is an IP Protection Action.

**ARBITRATION LOCATION AND PROCEDURE**

Unless the parties otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed $10,000, then: (i) the arbitration will be conducted solely on the basis of documents the parties submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary; and (ii) if there is a hearing, you may choose whether to participate in person or by telephone. If your claim exceeds $10,000, your right to a hearing will be determined by the JAMS Procedures. Subject to the JAMS Procedures, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration.

**ARBITRATOR’S DECISION**

The arbitrator’s decision will include the essential findings and conclusions of law upon which the arbitrator based the award. Judgment on the arbitration may be entered in any court having competent jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Disclaimer of Warranties,” and “Limitations of Liability” sections above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory and injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. St. Ed’s will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

**FEES**

We will pay or (if applicable) reimburse you for all JAMS filing, administration, and arbitration fees for any arbitration commenced by you or St. Ed’s pursuant to the terms of this section.

**TIME LIMIT FOR RESOLVING DISPUTES**

The parties agree that any cause of action either may have with respect to the Site or our services, products, and Content must be commenced within one (1) year after the Dispute arises, notwithstanding any statutes of limitations to the contrary. Many states’ laws set statutes of limitations that are longer than one (1) year. If you live in a state that has statutes of limitations that are longer than one (1) year, by agreeing to these Terms, you are agreeing to shorten the time you have to bring a claim. **This means that if you wait longer than one (1) year to initiate arbitration under this section, you will lose some or all rights you may have to any recovery, including the right to recover damages, in connection with a Dispute.**

The terms of this Dispute Resolution section survive any termination of these Terms.

**RIGHT TO OPT-OUT OR REJECT FUTURE CHANGES TO DISPUTE RESOLUTION SECTION**

You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section by sending a written letter to St. Ed’s, at St. Edward High School, 13500 Detroit Avenue, Lakewood, Ohio 44107, or by email to mstepnowsky@sehs.net, within thirty (30) days of your first visit to and use of the Site that specifies your: (i) name; (ii) mailing address; and (iii) request to be excluded from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section. In the event you opt-out consistent with the procedure set forth above, all other terms and conditions of these Terms will continue to apply. If you do not so opt-out, then the terms of this “Dispute Resolution” section will apply.

Notwithstanding the provisions of “Changes to Terms of Use” section above, if St. Ed’s changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted subsequent changes to the Terms), you may reject any such change by sending St. Ed’s written notice (including by email to mstepnowsky@sehs.net) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and St. Ed’s in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**GENERAL TERMS**

These Terms constitute the entire and exclusive understanding and agreement between St. Ed’s and you regarding the Site, Content, services, and products that may be provided on the Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements between you and St. Ed’s regarding the Content, services, or products provided on the Site. If, for any reason, any provision of these Terms is deemed to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by St. Ed’s under these Terms, including those regarding modifications to these Terms, will be given: (i) by St. Ed’s via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date we transmit such notice.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of St. Ed’s. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between you and St. Ed’s, and you do not have any authority to create any obligation on our behalf.

**CONTACT INFORMATION**

If you have any questions about these Terms, please contact St. Ed’s at: 13500 Detroit Avenue, Lakewood, Ohio 44107 or dwallenhorst@sehs.net and techsupport@sehs.net.